

CLIENT REGISTRATION FORM

INDIVIDUAL

BRANCH _____

CLIENT CODE _____

NAME _____



BCB BROKERAGE PRIVATE LIMITED

MEMBER :

BOMBAY STOCK EXCHANGE LIMITED (BSE)
NATIONAL STOCK EXCHANGE LIMITED (NSE)

1207/A, P. J. TOWERS, DALAL STREET, MUMBAI - 400 001.

TEL. : 2272 2448 / 2449 / 2450 • FAX : 2272 2451

E-MAIL : ubagri@vsnl.com

INDIVIDUAL CLIENT REGISTRATION FORM

(This information is the sole property of the BCB BROKERAGE PRIVATE LIMITED would not be disclosed to anyone unless required by law or except with the express permission of clients)

Documentary Requirements

(Copies of the following documents may be obtained after due verification with the originals thereof)

- PAN Card (COMPULSORY)
- Others- Passport, Voter ID Card, Driving license, PAN card with photograph, Identity card/document with applicant's Photo, issued by a) Central/State Government and its Departments, b) Statutory/Regulatory Authorities, c) Public Sector Undertakings, d) Scheduled Commercial Banks, e) Public Financial Institutions, f) Colleges affiliated to Universities, g) Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and h) Credit cards/ Debit cards issued by Banks

Proof of Address

- Passport, Voter ID Card, Driving license, Bank passbook, verified copies of Electricity bills (not more than two months old)/ Residence Telephone bills (not more than two months old)/ Leave and License agreement / Agreement for sale, Self-declaration by High Court & Supreme Court judges, giving the new address in respect of their own accounts, Identity card/document with address, issued by a) Central/State Government and its Departments, b) Statutory/Regulatory Authorities, c) Public Sector Undertakings, d) Scheduled Commercial Banks, e) Public Financial Institutions, f) Colleges affiliated to universities; and g) Professional Bodies such as ICAI, ICWAI, Bar Council etc., to their Members

Financial Details

- Copy of latest Income Tax Return
- C.A. Certified Net Worth Certificate

Bank Details

- Copy of cancelled cheque containing name of the client and account number
- In case name not printed, then also attach copy of Bank Passbook/ Bank Statement/ Certificate from Bank
- In case MICR code and ISFC code is not printed on the cheque, kindly attach certificate from the bank

Demat details (In case demat account not with BCB Brokerage Private Limited)

- Copy of DP account opening master/ Holding statement from DP containing name and PAN No. of the Client

FOR OFFICE PURPOSES	
Unique Client Code	
Brokerage Slab	
Original Documents Verified by	
Authorised by	
In person verification done by	
Website tally of PAN number done by	
Google search done by	

To
BCB Brokerage Private Limited
 Member National Stock Exchange Limited
 Bombay Stock Exchange Limited

Registered Office

1207/A, P. J. Towers, Dalal Street, Fort, Mumbai 400 001

SEBI Registration No.

NSE Cash - INB231161135, NSE F&O INF231161135

BSE Cash - INB011161131, BSE Derivatives INF011161131

BSE Currency Exchange INE011161131

Kindly affix photograph here. Kindly sign across in such a manner that part signature in on the form and part on the photograph. In case of minor, guardian photo to be affixed

You are requested to kindly register me as a Client for the Capital Market Segment / Futures and Options Segment of the National Stock Exchange Limited (NSE) / Cash / Derivatives / Currency Derivatives Exchange Segment of Bombay Stock Exchange Limited (BSE) / all other segments of BSE / NSE / other Exchange of which you may be a member/may take membership in the future. *(Please strike off which are not applicable).* My details are as under:

PERSONAL DETAILS

Name of the Client (as preferred by the client)	(Surname)	(Name)	(Middle name, if any)
Name of the client as it appears on the PAN Card (if different)			
Name of the client as it appears on the Income Tax Database (please check IT website)			

(Name/address as per Income Tax database/PAN Card may be mentioned in the bills, contracts and cheques)

Proprietary firm name (if any)	M/S		
Father's / Husband's Name			
Sex	Female <input type="checkbox"/>	Male <input type="checkbox"/>	Date of Birth (dd-mm-yyyy)
Marital Status	Single <input type="checkbox"/> Married <input type="checkbox"/> Other (Pls. Specify) <input type="checkbox"/>		
Education Qualification			
Residence Address (Kindly enclose proof of address)	City	Pin Code	
	State	Country	
	Tel	Fax	

Correspondence Address, if different (Kindly enclose proof of address)	City	Pin Code	
	State	Country	
	Tel	Fax	

Kindly note that all correspondence will be sent to the correspondence address. In case of correspondence not delivered to the address, new orders from the clients may be declined.



Nationality	
Residential Status	Indian / NRI / Others (Pls. specify)
PAN No. (Copy of PAN Card to be enclosed)	
Income Range (Per Annum) - Please Tick (Pls enclose copy of latest IT Return)	<input type="checkbox"/> Below Rs. 1,00,000
	<input type="checkbox"/> Rs. 1,00,000 To Rs. 5,00,000
	<input type="checkbox"/> Rs. 5,00,000 To Rs. 10,00,000
	<input type="checkbox"/> Rs. 10,00,000 To Rs. 25,00,000
	<input type="checkbox"/> Above Rs. 25,00,000
Net wealth (CA certificate to be enclosed)	
Investment/Trading Experience - Please Tick	<input type="checkbox"/> No Prior Experience
	<input type="checkbox"/> ____ Years in Stocks
	<input type="checkbox"/> ____ Years in Derivatives
	<input type="checkbox"/> ____ Years in Other investment related fields
In case of Minor	Name of Guardian
	Relationship
Email ID (for digitally signed contracts / communications)	
Mobile Number (for SMS communication)	

OCCUPATION DETAILS

Occupation	<input type="checkbox"/> Employed <input type="checkbox"/> Self Employed <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> House-Wife <input type="checkbox"/> Others (Pls. Specify)							
If Employed	Name of Employer							
	Office Address							
	City			Pin Code				
	State			Country				
	Tel			Fax				
If Self Employed / Business / Professional / Others	Name of Establishment							
	Office Address							
	City			Pin Code				
	State			Country				
	Tel			Fax				



BANK DETAILS (through which transactions will generally be routed.)

Bank Name								
Branch								
Address								
Account No.								
Account Type	<input type="checkbox"/> Savings <input type="checkbox"/> Current <input type="checkbox"/> Overdraft <input type="checkbox"/> NRO <input type="checkbox"/> NRE <input type="checkbox"/> Other (Pls. Specify)							
MICR No.								
ISFC Code (For ETF/RTGS/NEFT/etc.)								

Copy of a cancelled Cheque leaf/pass book/bank statement containing name of the constituent should be submitted. In case of multiple bank accounts, kindly provide details of all the bank accounts. Cheques from unregistered banks accounts may not be credited to the client and the position may be squared off.

DEMAT ACCOUNT DETAILS (through which transactions will generally be routed)

Depository	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL							
DP Name								
DP ID								
BO Account No.								

In case of multiple demat accounts, kindly provide details of all the demat accounts. Client HAS TO BE one of the joint holders in the account, and preferably the first holder. Shares from unregistered demat accounts may not be accepted for client's pay-in and the position may be auctioned

REGISTRATION WITH OTHER BROKER / MEMBERS (if any)

Name of Broker								
Name of Exchange								
Client Code No.								

(If registered with multiple members, provide details of all)

DETAILS OF ANY ACTION TAKEN BY SEBI / STOCK EXCHANGE / ANY OTHER AUTHORITY FOR VIOLATION OF SECURITIES LAWS / OTHER ECONOMIC OFFENCES (PLEASE GIVE COMPLETE DETAILS)

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REFERENCES

Introduced by	<input type="checkbox"/> Another constituent
	<input type="checkbox"/> Director or employee of trading member
	<input type="checkbox"/> Any other person (please specify)
Name of introducer	(Surname) (Name) (Middle name, if any)
Signature of introducer	
Unique Client code of introducer, if any	
Name and designation of the employee who interviewed the client	Name
	Designation
Signature of the employee	

ANY OTHER DETAILS

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AUTHORISED SIGNATORIES - Persons on behalf of the client is generally authorized for the day to day activities including but not restricted to giving instruction for trading, acknowledging contracts, give payments and receive payments/deliveries on behalf of the client, etc.

Name	Signature

NOMINATION DETAILS

In case of my death, the credits lying in my/our account are to be given to the following person.

Name	Relationship

Declaration

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting I am aware that I may be held liable for it. I declare that I am not an employee of any other trading member.

Place : _____



Date : _____

(Signature of the individual constituent)

ANNEXURE

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**COMBINED RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET/CASH,
FUTURES & OPTIONS/DERIVATIVES AND CURRENCY DERIVATIVES SEGMENTS
(TO BE GIVEN BY THE TRADING MEMBER TO THE CLIENT)**

This document is issued by BCB Brokerage Private Limited, the member of the National Stock Exchange of India (hereinafter referred to as "NSE") and the Bombay Stock Exchange Limited (hereinafter referred to as "BSE") which has been formulated by the Exchanges in coordination with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") and contains important information on trading in Equities / F&O / Currency Derivatives Segments of NSE/BSE. All prospective constituents should read this document before trading in Equities / F&O / Currency Derivatives Segments of the Exchanges.

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

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

You must know and appreciate that trading in Equity shares, F&O contracts, Currency derivatives contracts or other instruments traded on the Stock Exchange, which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/limited investment and/or trading experience and low risk tolerance. You should therefore carefully consider whether such trading is suitable for you in the light of your financial condition. In case you trade on 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 currency derivative contract being traded on NSE/BSE.

It must be clearly understood by you that your dealings on NSE/BSE through a member shall be subject to your fulfilling certain formalities set out by the member, which may inter alia include your filling the know your client form, client registration form, execution of an agreement, 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 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. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

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

1. BASIC RISKS

1.1 Risk of Higher Volatility:

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

1.2 Risk of Lower Liquidity:

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

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

1.3 Risk of Wider Spreads:

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

1.4 Risk-reducing orders:

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



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

1.5 Risk of News Announcements:

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

1.6 Risk of Rumours:

Rumours about companies / currencies at times float in the market through word of mouth, newspapers, websites or news agencies, etc. The investors should be wary of and should desist from acting on 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 / F&O contract / currency derivatives contract due to any action on account of unusual trading activity or security / F&O contract / currency derivatives contract 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 control and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

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

2.1 Effect of "Leverage" or "Gearing"

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

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

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

2.2 Currency specific risks

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

2.3 Risk of Option holders

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

2.4 Risks of Option Writers

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 currency derivatives contracts 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 from SEBI.

I hereby acknowledge that I have received and understood this risk disclosure statement and Annexure-1 containing my rights and obligations.

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

Sign : _____

Name : _____

Place : _____

Date : _____

DD MMM YYYY

ANNEXURE-1**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 member, particularly in the event of a default in the Cash Market / F&O market / Currency Derivatives 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 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 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.
- 1.2 Before you begin to trade, you should obtain a clear idea from your member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
- 1.3 You should exercise due diligence and comply with the following requirements of the NSE/BSE and/or SEBI:
 - 1.3.1 Please deal only with and through SEBI registered members of the Stock Exchange and are enabled to trade on the Exchange. All SEBI registered members 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 / www.bseindia.com).
 - 1.3.2 Demand any such information, details and documents from the member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.
 - 1.3.3 Furnish all such details in full as are required by the member as required in "Know Your Client" form, which may also include details of PAN or Passport or Driving License or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by NSE/BSE/SEBI at any time, as is available with the investor.
 - 1.3.4 Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of NSE/BSE or its Clearing Corporation from time to time, because this may be useful as a proof of your dealing arrangements with the member.
 - 1.3.5 Give any order for buy or sell of a security / derivatives contract in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the member.
 - 1.3.6 Ensure that a contract note is issued to you by the member which contains minute records of every transaction. Verify that the contract note contains details of order number, trade number, trade time, trade price, trade quantity, details of the currency derivatives contract, client code allotted to you and showing the brokerage separately. Contract notes are required to be given/ sent by the member to the investors latest on the next working day of the trade. Contract note can be issued by the member either in electronic form using digital signature as required, or in hard copy. In case you do not 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, without delaying.
 - 1.3.7 Facility of Trade Verification is available on NSE/BSE website (www.nse-india.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 of funds against settlement is given to the concerned member within one working day prior to the date of pay-in announced by NSE/BSE or its Clearing Corporation. Payments should be made only by account payee cheque in favour of the firm/company of the trading member and a receipt or acknowledgement towards what such payment is made be obtained from the member.
 - 1.3.9 In case pay-out of funds 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 member for its receipt. In case pay-out is not received as above from the member within five working days, ensure that you lodge a complaint immediately with the Investors' Grievance Cell of NSE/BSE.
 - 1.3.10 Every member is required to send a complete 'Statement of Accounts', for both settlements and margins, to each of its constituents, at such periodicity as may be prescribed 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 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 member, you should address the complaint to the Office as may be specified by NSE/BSE from time to time.
- 1.4 In case where a member surrenders his membership, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE, ensure that you lodge a claim with NSE/BSE / Clearing Corporation within the stipulated period and with the supporting documents.
- 1.5 In case where a member is expelled from trading membership or declared a defaulter, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE, ensure that you lodge a claim with NSE/BSE within the stipulated period and with the supporting documents.
- 1.6 Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/Bye -laws and the scheme under the Investors' Protection Fund (IPF) may be payable as prescribed by SEBI.

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 buying and / or selling of securities / F&O contracts / currency derivatives contracts through the mechanism provided by NSE/BSE.
2. The term 'member' shall mean and include a trading member or a broker or a stock broker, who has been admitted as such by NSE/ BSE and who holds a registration certificate from SEBI.
3. The term 'contract' refers to a F&O / currency derivatives contract and the term 'underlying' refers to the underlying index / stock / currency of such contract
4. The term F&O segment refers to the Futures and Options Segment of the NSE and the Derivatives Segment of the BSE
5. The term Clearing Corporation refers to Clearing Corporation as well as Clearing House
6. The term Equities segment refers to the Capital Market segment of the NSE and the Cash segment of the BSE
7. The term currency derivatives segment refers to the currency derivatives segment of the NSE and the currency derivatives exchange of the BSE.



AGREEMENT BETWEEN TRADING MEMBER AND CLIENT - NSE

This agreement is made and executed this _____ day of _____ 20____ between M/s. BCB Brokerage Private Limited a body corporate, incorporated under the provisions of the Companies Act, 1956, being a member of the National Stock Exchange Limited - NSE (hereinafter called "the Exchange"), and having its registered office at 1207/A P.J.Towers, Dalal Street, Fort, Mumbai 400 001 (hereinafter called "the trading member") 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 Capital Market/ F&O / Currency Derivatives Segment, 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 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/its residence/ registered office/ address 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 trading member is registered as the trading member of the Exchange with SEBI registration number INB231161135 in the Capital Market segment; SEBI registration number INF231161135 in the F&O Segment and SEBI registration number _____ in the Currency Derivatives Segment/ proposes to be registered as the trading member of the Exchange with SEBI in the Currency Derivatives Segment.

Whereas the client is desirous of investing/trading in those securities/ F&O contracts / currency derivatives contracts /other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under from time to time.

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

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

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

Whereas the trading member and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued there under 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:

CLAUSES AS PER THE SEBI MODEL AGREEMENT

1. The client agrees to immediately notify the trading member in writing if there is any change in the information in the 'client registration form' provided by the client to the trading member at the time of opening of the account or at any time thereafter.
2. The trading member 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 decisions and trades.
 - c. The failure of the client to understand the risks involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segment
 - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the trading member or the Exchange or as may be directed by SEBI from time to time as applicable to the segment. The trading member 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 trading member 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 trading member renders to the Client. The trading member 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 trading member or by the Exchange or Clearing Corporation or SEBI from time to time.
5. Without prejudice to the trading member's other rights (including the right to refer a matter to arbitration), the trading member 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 trading member 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 trading member for himself / itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars / guidelines / Exchange's Rules / Regulations / Byelaws and circulars.
7. The client agrees to immediately furnish information to the trading member 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 trading member 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 stock exchange.
9. In the event of death or insolvency of the client or his / its otherwise becoming incapable of receiving and paying for any contracts which the client has ordered to be bought or sold, or of delivering or transferring securities, the trading member 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 trading member 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 trading member 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 trading member 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 trading member agree to refer any claims and / or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
14. The trading member hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
15. Information about default in payment / delivery and related aspects by a client shall be brought to the notice of the relevant stock Exchange(s). In case where defaulting client is a corporate entity / partnership / proprietary firm or any other artificial legal entity, then the name(s) of director(s) / promoter(s) / Partner(s) / proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).
16. The trading member 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 trading member and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
18. The trading member and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued there under of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued there under.
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 trading member for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the trading member's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
22. The trading member and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in / be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
23. In addition to the specific rights set out in this Agreement, the trading member and the client shall be entitled to exercise any other rights which the trading member or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under 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 there under.
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 relevant stock exchange that may be in force from time to time.
26. The trading member 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 trading member may so disclose information about its his client to any person or authority with the express permission of the client.

ADDITIONAL VOLUNTARY CLAUSES

27. The trading member and client agree that they may enter into additional clause(s)/ documentation(s) which are voluntary and at the discretion of the trading member and the client. The same are required in order to ensure smooth functioning in the day to day activities, and also for special facilities like internet trading facility offered by the trading member. The client understands that he/she need not execute this document if he / she does not wish to use that facility. The client also understands his/her right to terminate the document, in which eventuality, the trading member may terminate the special facility. Such additional voluntary clauses like Schedule N1, Schedule N2, letter of operations of account, digitally signed contract/communication confirmations, etc. shall form part and parcel of this agreement.

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.

FOR THE CLIENT

The client's Signature/Authorised Signatory

Sign _____

Name _____

Designation _____

Place _____

Date _____

Witness

1 _____

2 _____

FOR BCB BROKERAGE PRIVATE LIMITED

Authorised Signatory

Sign _____

Name _____

Designation _____

Place _____

Date _____

Witness

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 this _____ day of _____ 20____ between M/s. BCB Brokerage Private Limited a body corporate, incorporated under the provisions of the Companies Act, 1956, being a member of the Bombay Stock Exchange Limited - BSE (hereinafter called "the Exchange"), and having its registered office at 1207/A P.J.Towers, Dalal Street, Fort, Mumbai 400 001 (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 cash segment/ derivatives segment/ currency derivatives exchange, 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 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/ its residence/ registered office at

_____ (hereinafter called "the client") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/ her 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 trading member is registered as the trading member of the Exchange with SEBI registration number INB011161131 in the Capital Market/ Cash segment; SEBI registration number INF011161131 in the F&O/ Derivatives Segment and SEBI registration number INE011161131 in the Currency Derivatives Exchange

Whereas the client is desirous of investing/ trading in those securities/ derivatives contracts/ currency derivatives contracts/ other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws 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 derivatives contracts / currency 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, Bye-laws and Regulations of the Exchange and circulars issued thereunder and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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

CLAUSES AS PER THE SEBI MODEL AGREEMENT

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.
 - 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 relevant stock Exchange(s). In case where defaulting client is a corporate entity/ partnership/ proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/ Partner(s)/ proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).
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 parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in/ be binding on the respective parties or his/ its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
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 relevant stock 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.

ADDITIONAL VOLUNTARY CLAUSES

27. The stock broker and client agree that they may enter into additional clause(s)/ documentation(s) which are voluntary and at the discretion of the stock broker and the client. The same are required in order to ensure smooth functioning in the day to day activities, and also for special facilities like internet trading facility offered by the stock broker. The client understands that he/she need not execute this document if he / she does not wish to use that facility. The client also understands his/her right to terminate the document, in which eventuality, the stock broker may terminate the special facility. Such additional voluntary clauses like Schedule B1, Schedule B2, letter of operations of account, digitally signed contract/ communication confirmations, etc. shall form part and parcel of this agreement.

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.

FOR THE CLIENT

The client's Signature/Authorised Signatory
 Sign _____
 Name _____
 Designation _____
 Place _____
 Date _____
 Witness
 1 _____
 2 _____

FOR BCB BROKERAGE PRIVATE LIMITED

Authorised Signatory
 Sign _____
 Name _____
 Designation _____
 Place _____
 Date _____
 Witness
 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.

TRIPARTITE AGREEMENT BETWEEN STOCK BROKER, SUBBROKER AND CLIENT - NSE

This Agreement (hereinafter referred to as "Agreement") is entered into on this _____ day of _____, 20____, by and between BCB BROKERAGE PRIVATE LIMITED (hereinafter referred to as "the stock broker"), a body corporate, incorporated under the provisions of the Companies Act, 1956, being a member of the National Stock Exchange Limited - NSE (hereinafter called "the Exchange"), and having its registered office at 1207/A P.J.Towers, Dalal Street, Fort, Mumbai 400 001 (hereinafter called "the stock broker") 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 entity, 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
 _____ (sub-broker name)
 (hereinafter referred to as "the subbroker"), a _____ (type of entity) and having his/its office/registered office at _____ (sub-broker address)

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 entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Second Part;

AND
 _____ (client name)
 of the client of the sub-broker) (hereinafter referred to as "the client"), an individual and having his residence/office/ at _____ (client address)

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 entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Third Part;

WHEREAS

1. The stock broker states that it is engaged, in the business of stock broking and is a Member of National Stock Exchange (Name of stock exchange/s), (hereinafter referred to as "the stock exchange") with SEBI registration Number(s) INB231161135 and INF231161135
2. The sub-broker states that :
 - a) The sub broker is recognized by National Stock Exchange Limited as a sub- broker affiliated to the trading member of the stock exchange with sub- broker SEBI registration Number(s) INS _____ / proposes to be recognized by National Stock Exchange Limited as a sub- broker affiliated to the trading member of the stock exchange and obtaining SEBI registration
 - b) The sub-broker is not affiliated to any other member of the same stock exchange,
 - c) The sub-broker has the necessary infrastructure like adequate office space, equipment and manpower to effectively discharge his/its activities.
3. The Client is registered with the sub-broker as a client for purpose of availing broking services through the sub-broker affiliated to the stock broker and is desirous of investing/trading in those securities/contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder from time to time. A copy of the Client Registration form is annexed hereto.
4. 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
5. 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/sub broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker/sub broker acts.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN STOCK BROKER, SUB-BROKER AND CLIENT AS UNDER:

1. The stock broker and sub broker hereby acknowledge and confirm that the sub-broker is affiliated to the stock broker and that the sub-broker shall within the scope of the authority given under these presents, be entitled to act as a 'sub-broker' within the meaning and subject to SEBI (Stock Brokers and Sub- Brokers) Rules, 1992 and SEBI (Stock Brokers and Sub-Brokers) Regulations 1992 (hereinafter referred to as the said "Rules" and "Regulations" respectively) as amended from time to time, for assisting the client in buying, selling or dealing in securities through the stock broker.
2. The stock broker, the sub-broker and the client agree that they shall abide by all the statutory responsibilities and obligations imposed on them by the rules, regulations and / or any other rules or regulations applicable to the stock brokers, the sub-brokers and the clients in general either framed by SEBI or by the relevant stock exchange/ clearing corporation and/or any Government Circulars.
3. The stock broker and the sub broker declare that they have brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
 - a. He has read and understood the risks involved in trading on a stock exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the client to understand the 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.
4. 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 \ the sub-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 byelaws of the relevant stock exchange/SEBI.
5. The stock broker and the sub broker agree that they shall co-operate and help each other in redressing grievances of the client in respect of transactions routed through them 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 clients of subbroker from the member and vice-versa.
6. 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.
7. 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.
8. The stock broker and the sub-broker agree that each of them shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through them and they shall not jointly or severally do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
9. The stock broker agrees to inform the sub-broker/client and keep them 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 sub-broker/client to comply with such schedules/procedures of the relevant stock exchange.
10. The sub broker will provide assistance to stock broker and client to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
11. The stock broker shall issue, individually for each client of his sub broker, contract notes in the format prescribed by the relevant stock exchange. The sub-broker shall render necessary assistance to his client in obtaining the contract note from the stock broker.
12. The stock broker, the sub-broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.

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 and the sub-broker hereby agree that they will assist and cooperate with each other in ensuring faster settlement of any arbitration proceedings arising out of the transactions entered into between them vis-à-vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings. In case of an award against a sub broker, if the sub broker fails to implement the award, the stock broker shall be liable to implement the same and would be entitled to recover the same from the sub broker.
15. The stock broker and the sub-broker hereby agree that all transactions in securities on behalf of the clients of the sub-broker shall be settled by delivery and/or payment, between the stock broker and the client in accordance with the provisions of rules, bye-laws and regulations of the relevant stock exchange on which the transactions took place and subject to the procedures for settlement of transactions laid down by the relevant stock exchange from time to time.
16. Information about default in payment/delivery and related aspects by a client, including that of a sub broker as a client shall be brought to the notice of the relevant stock Exchange(s) by the stock broker. In case where defaulting sub broker/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 relevant stock exchange(s) by the stock broker.
17. The stock broker, the sub-broker or the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties at their respective addresses mentioned below. 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.
18. In the event of sub broker terminating this agreement and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, he client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate the agreement by giving a notice in writing of not less than one month.
19. 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;
 - upon the demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or /withdrawal of recognition of the sub-broker by the stock exchange. Provided however, in such an event, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimate to the stock broker or the stock broker intimates to the client his/its intention to terminate the agreement by giving one month notice in writing.
20. 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 relevant stock exchange that may be in force from time to time.
21. 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 therefrom.
22. 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.
23. 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.
24. 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, member shall be entitled to cancel the respective contract(s) with client(s)
25. 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.
26. The client agrees to immediately notify the stock broker/sub broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker/sub broker at the time of opening of the account or at any time thereafter.
27. 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.
28. In addition to the specific rights set out in this Agreement, the stock broker, the sub-broker and the client shall be entitled to exercise any other rights which the stock broker, sub 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.
29. The stock broker and the sub-broker hereby undertake 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 they shall not disclose the same to any person/authority except as required under any law/regulatory requirements: Provided however that the stock broker or subbroker may so disclose information about his client to any person or authority with the express permission of the client.
30. 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.
31. 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.

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 he 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 parties hereto have set their hands and signatures on the day, month and year first above written Signed for and on behalf of the member, the sub-broker and the client

FOR THE CLIENT	FOR THE SUB-BROKER	FOR BCB BROKERAGE PVT. LTD.
Client's Signature / Authorised Signatory	Sub-brokers Signature / Authorised Signatory	Authorised Signatory
Sign ⊗	Sign	Sign
Name	Name	Name
Designation	Designation	Designation
Place	Place	Place
Date	Date	Date
Witness	Witness	Witness

LETTER OF OPERATIONS OF ACCOUNT - VOLUNTARY

(Kindly note that these additional clause(s)/ documentation(s) are voluntary and at the discretion of the stock broker/ trading member and the client. The same are required in order to ensure running on a day to day basis between the stock broker/ trading member and the client. The client need not execute this document if he / she does not wish to. The client as the right to terminate the document

To,

BCB Brokerage Private Limited

Registered Office - 1207/A P.J.Towers Dalal Street, Fort, Mumbai 400 001

Sir(s),

Re: My/our dealings with yourselves

I/We have registered as your client for trading in NSE and BSE. I/We request you to kindly note the following points for the smooth conduct of business operations:

1. You are requested to kindly accept my/our verbal instructions to place, modify and cancel the orders and not insist for the same in writing
2. My/our orders placed with you may kindly not be noted in the order book as the same is a time consuming affair and the delay may lead to non-optimum execution of the my/our order
3. I/We am/are not desirous of obtaining order confirmation/ modification/ cancellation slips and trade confirmation slips, the same may kindly be not made available to me/us
4. The contracts notes issued by you are not to be posted or couriered, but will be collected by me/us from your office(s)
5. My/our account with you will be a running account. You are requested to kindly not issue me/us payments or give me/us our deliveries till such time the same is requested by me/us. All my/our payments and deliveries are to be retained by you with yourselves against margins and other obligations including settlement obligations, etc.
6. In the routine course of business, I/we may deal in the various segments of National Stock Exchange Limited (Capital Markets, Futures and Options, Currency Derivatives, others), Bombay Stock Exchange Limited (Cash, Derivatives, Currency Derivatives, others) and various segments of other Exchanges of which you may take membership. I/We understand that separate statement of accounts and ledgers would be maintained by you in each segment/ exchange. During the course of business, it may so happen I/we would have credits in some segments / Exchanges and debits in the others. In such cases, I/we request you to kindly utilize the credits lying in one segment / exchange against debits in others by passing journal entry, bank entry or any other entry in the manner or fashion you may deem fit. I/ we request you to kindly do not insist for specific instructions for the same from me/us and the same is not practical for me/us. I/We confirm that entries so made shall be binding on me/us in all circumstances. Similarly, in case of debit in any one Exchange/ Segment for any reasons whatsoever, kindly utilize the credit lying in other Exchange/ segment for the same
7. We request you to kindly utilise the credits lying in my various accounts against the dues for bills raised for my/our demat accounts maintained with yourselves
8. I/We am/are aware and have noted that you trade on your PRO/OWN account
9. We understand that delayed payments from my/our side are liable for interest being charged by you @18% p.a. or higher
10. I/we confirm and submit all trades done by us with yourselves will be for our own account and not on behalf of any other person. I/we further submit that I/We will not issue bills/ contracts/ confirmation notes to anyone else for trades done though you for which you have issued contracts in my/our name.
11. I/we shall not deal as a sub-broker unless specifically authorized by you to do so in writing and registered with SEBI as such
12. All fines/ penalties/ charges/ levies on you due to my transactions/ deeds/ actions/ orders/ trades may be recovered by you from my/our accounts
13. Stamp Duty liabilities on all agreements and contracts made between us shall be payable by us and shall be our liability. You are requested to kindly recover up the same from our account
14. My/Our funds/securities lying with you whether for margins or any other purpose may be used by you at your discretion for placing with Stock Exchanges (National Stock Exchange of India Limited, Bombay Stock Exchange of India Limited and others), their Clearing Houses (National Securities Clearing Corporation Limited, BOI Shareholding Limited, etc.), towards your margin obligations. The same can also be used for placing with Banks/ other Financial Institutions for the purpose of availing Bank Guarantees/ overdraft/ other facilities
15. I/we confirm that copies of all the documents including KYC, RDD, BSE and NSE bipartite/ tripartite agreements, letter for operations of accounts, digital contracts, communications, confirmations, etc. that have been signed by me/us have been received by me/us
16. We have noted your website as www.bcbbrokerage.com and shall regularly check the same for all information like settlement schedules, investor grievance IDs, etc. and other communications that you as a broker give to your clients
17. I/we am/are aware and have noted that in no circumstances do you accept cash, and I/we should not under any circumstances part with or pay cash to any of your representatives
18. I/We hereby give our express permission to share all our information including trade details with your group companies
19. I/We hereby give our express permission to share all our information including trade details with companies with which we have financial dealings
20. For the smooth conduct of business, we may give you power of attorney to operate our bank and demat accounts. We request you to kindly accept the same
21. _____ (any other point)

Thank you

(Sign) ⊗

Place:

Date :

DIGITAL CONTRACT CONFIRMATION - VOLUNTARY

(Kindly note that these additional clause(s)/ documentation(s) are voluntary and at the discretion of the stock broker/ trading member and the client. The same are required in order to ensure smooth communication between the stock broker/ trading member and the client. The client need not execute this document if he / she does not wish to. The client as the right to terminate the document)

To,

BCB Brokerage Private Limited

Member: BSE and NSE

1207/A P.J.Towers, Dalal Street,

Fort, Mumbai 400 001

Re: Digitally signed contract/communication confirmation

We hereby consent for receiving contract notes in an electronic form (ECN) and other communication via email on our email ID as mentioned in the Know your Client Form submitted to you, or other email IDs that may be communicated to you from time to time

We understand that:

- You shall be issuing ECNs and other communications authenticated by means of digital signatures after obtaining digital signature certificate from Certifying Authority under the IT Act, 2000
- All communications sent by you through the e-mail shall be digitally signed, encrypted, non tamperable and shall comply with the provisions of the IT Act, 2000. In case the communication is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable
- You will allot a unique user name and password to enable us to access the ECNs posted on the website www.bcbbrokerage.com in a secured way with an option to access the same and save the contract note electronically or take a print out of the same
- We have noted that non-receipt of bounced mail notification from our email ID shall amount to delivery of the ECNs/ communication at our e-mail ID
- Wherever the ECNs have not been delivered or has been rejected, you shall send a physical contract note to us for which additional charges will be payable by us

(Sign) ⊗

Place:

Date:

SCHEDULE N1 - ADDITIONAL VOLUNTARY CLAUSES FOR NSE FOR INTERNET BASED TRADING

(Kindly note that these additional clause(s)/ documentation(s) are voluntary and at the discretion of the trading member and the client. The same are required in order to ensure smooth functioning of internet trading facility offered by the trading member. The client need not execute this document if he / she does not wish to use that facility. The client as the right to terminate the document, in which eventuality, the trading member may terminate the special facility)

1. The provisions of this SCHEDULE shall always be subject to Government notifications, any rules, regulations and guidelines issued by SEBI and Stock Exchange rules, regulations and Bye-laws that may be in force from time to time.
2. In the event of death or insolvency of the client or his otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, Trading Member may close out the transaction of the client and the client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.
3. The agreement entered into between the Trading Member and the CLIENT shall stand terminated by mutual consent of the parties by giving at least one month written notice. Such cancellation or termination shall not have any effect on transaction executed before the date of such notice of termination and the parties shall enjoy the same rights and shall have same obligations in respect of such transactions.
4. The instructions issued by an authorized representative of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the client.
5. The CLIENT is aware that authentication technologies and strict security measures are required for the internet trading through order routed system and undertakes to ensure that the password of the CLIENT and/or his authorised representative are not revealed to any third party.
6. The CLIENT agrees that the Trading Member shall not be liable or responsible for non-execution of the orders of the CLIENT due to any link/system failure at the CLIENT/ MEMBERS/EXCHANGE end.
7. The Stock Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, Trading Member shall be entitled to cancel relative contract(s) with CLIENT.
8. The Trading Member shall also send the Order/Trade confirmation slip through E-mail to the CLIENT at his request, within 48 hours (time period as specified by the Client) from the time of execution of order/trade on the NEAT system, as the case may be. The CLIENT agrees that the information sent by Trading Member by E-mail is deemed to be a valid delivery of such information by the MEMBER.
9. The CLIENT is aware that the Trading Member has provided on the web site a facility for reconfirmation of orders, which are larger than that specified by the MEMBER's risk management, by the Trading Member and is also aware that the Trading Member has the discretion to reject the execution of such orders based on his risk perception.
10. The Member and the Client are aware of the provisions of Bye-Laws, Rules and regulations of the Exchange relating to resolution of disputes/differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions.
11. All trades, transactions and contracts are subject to the Bye-Laws, Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.
12. In case of Internet Trading facility through Dotex International Limited, Dotex International Limited shall, in no event be liable to Trading Member or the CLIENT or to any third party for any loss, damage, loss of profits or for any other consequential damages, however caused and on any theory of liability

(Sign) ⊗

Place:

Date:

SCHEDULE N2 - CROSS MARGINING

(Kindly note that these additional clause(s)/ documentation(s) are voluntary and at the discretion of the stock broker/ trading member and the client. The same are required in order to ensure smooth communication between the stock broker/ trading member and the client. The client need not execute this document if he / she does not wish to. The client as the right to terminate the document)

The following clause shall be inserted as clause 21A in the Client Agreement

21A. Cross Margining

- a. The Stock Broker agrees to request NSCCL to extend cross margining facility to the Client in the Capital Market Segment subject to the terms and conditions as contained herein and the Client agree to avail the same.
- b. The parties agree to be bound by SEBI Circular No SEBI/DNPD/Cir-44/2008 dated 2nd December, 2008 and Circulars issued by SEBI from time to time with respect to cross margining.
- c. The parties agree to be bound by the Rules, Byelaws, Regulations and Circulars issued from time to time by NSEIL/NSCCL including provisions with respect to cross margining.
- d. The parties agree that cross margin benefit shall be for such positions in one or more trading segments/clearing segments and shall be subject to such terms and conditions as may be prescribed by NSEIL/NSCCL if any from time to time.
- e. In case of default by the Stock Broker arising out of the positions in one or more clearing segments, the Client agrees and understands that NSCCL may utilise the margins or any other monies furnished in any clearing segment by its Clearing Members, who are clearing and settling the transactions pertaining to the Client, in order to meet the obligations arising out of such positions.
- f. In case of default by the Stock Broker arising out of the positions in one or more clearing segments, the Client agrees and understands that the outstanding positions of the Stock Broker in any or all clearing segments may be closed out by NSCCL in accordance with Rules, Byelaws, Regulations and Circulars issued from time to time by NSCCL.
- g. In case where cross margin benefit is to be availed by the Client for transactions executed in Futures and Options Segment, the Client agrees that the Stock Broker shall request the Clearing Member of NSCCL to avail the cross margin benefit for such transactions on behalf of the Client and such cross margin benefit shall also be subject to the terms and conditions mentioned in Clearing Member and Trading Member agreement entered into between the Clearing Member and the Stock Broker through whom transactions are cleared and settled by the Stock Broker in Futures and Options Segment and terms and conditions mentioned hereinabove shall be applicable for cross margining in Futures and Options Segment also.
- h. The parties agree that notwithstanding anything contained in the Client Agreement to the contrary, the parties shall be bound by the above provisions with respect to cross margining.

(Sign) ⊗

Place:

Date:

SCHEDULE B1 - ADDITIONAL VOLUNTARY CLAUSES FOR BSE FOR INTERNET BASED TRADING

(Kindly note that these additional clause(s)/ documentation(s) are voluntary and at the discretion of the stock broker and the client. The same are required in order to ensure smooth functioning of internet trading facility offered by the stock broker. The client need not execute this document if he / she does not wish to use that facility. The client as the right to terminate the document, in which eventuality, the stock broker may terminate the special facility)

1. Definitions:

1.1 For this schedule, unless the context otherwise requires the following words shall have the following meanings:-

- (i) "the Exchange" means the Bombay Stock Exchange Ltd and includes a segment of the Exchange.
- (ii) "Exchange Provisions" means the Rules, Bye-laws, Regulations, Business Requirement, Specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the Minimum Requirements Handbook for ITORS prescribed by the Exchange, as amended from time to time.
- (iii) "ITORS" means Internet based Trading Through Order Routing System, being a system approved by the Exchange for enabling clients to route their orders to their Stock Broker/s over the internet.
- (iv) "ITORS Account Application" means the application submitted by the Client to the Stock Broker to permit the Client to avail of the Stock Broker's ITORS Service.
- (v) "ITORS Service" or "Service" means the service offered by the Stock Broker to its clients through ITORS whereunder the clients can route their orders for purchase, sale and other dealings in securities through the Stock Broker's ITORS System.
- (vi) "Stock Broker's ITORS System" or "Stock Broker's ITORS WebSite" means the web site hosted by the Stock Broker on the internet through which the Stock Broker offers the ITORS Service and includes the hardware and software used for hosting and supporting the WebSite.
- (vii) "Password" means an alphanumeric code used by the Client to validate his/her username and access the Service.
- (viii) "SEBI" means the Securities & Exchange Board of India. (ix) "Username" means an alphanumeric login identification used by the Client for accessing the Service.

1.2 In this Agreement, headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Agreement.

1.3 In this Agreement, unless the context otherwise requires, reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to all other genders.

1.4 In this Agreement, unless the context otherwise requires, references to Recitals and Clauses shall be deemed to be a reference to the recitals and clauses of this Agreement.

1.5 References to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.

2. AGREEMENT TO PROVIDE AND AVAIL OF THE ITORS SERVICE:

The Stock Broker agrees to provide the Stock Broker's ITORS Service to the Client, and the Client agrees to avail of the Stock Broker's ITORS Service, on and subject to the terms and conditions of this Agreement, the Exchange Provisions and the terms of the Stock Broker's ITORS Web Site.

3. USER NAME AND PASSWORD:

3.1 The Client will be entitled to a username and password, which will enable him to access the Stock Broker's ITORS System for availing of the Service.

3.2 The Client is aware that the Stock Broker's ITORS System itself generates the initial password and that the Stock Broker is aware of the same. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the Stock Broker.

3.3 The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Stock Broker's ITORS System using the Client's Username and/or Password whether or not such person was authorised to do so.

3.4 The Client shall immediately inform the Stock Broker of any unauthorized use of the Client's Username or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.

3.5 The Client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of his Username and/or Password by a third party and the risk of a person hacking into the Client's account on the Stock Broker's ITORS System and unauthorisedly routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or Username and also for any and all acts done by any person through the Stock Broker's ITORS System on the Client's Username in any manner whatsoever.

3.6 The Client shall log off from the ITORS Service at any time the Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall borne solely by the Client.

3.7 Without prejudice to the provisions of Clause 3.5, the Client shall immediately notify the Stock Broker in writing with full details if :

- (i) he discovers or suspects unauthorised access through his Username, Password or account,
- (ii) he notices discrepancies that might be attributable to unauthorised access,
- (iii) he forgets his password or
- (iv) he discovers a security flaw in the Stock Broker's ITORS System.

3.8 In any of the above events specified in Clause 3.7, the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request the Stock Broker in writing to discontinue his old Password; and thereupon the Stock Broker shall cause the Stock Broker's ITORS System to discontinue the use of the Client's old Password and the Stock Broker's ITORS System shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the Stock Broker be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.

4. TRANSACTIONS AND SETTLEMENTS:

4.1 All orders for purchase, sale or other dealings in securities and other instructions routed through the Stock Broker's ITORS System via the Client's Username shall be deemed to have been given by the Client.

4.2 The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.



- 4.3 The Stock Broker may from time to time impose and vary limits on the orders which the Client can place through the Stock Broker's ITORS System (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that the Stock Broker may need to vary or reduce the limits or impose new limits urgently on the basis of the Stock Broker's risk perception and other factors considered relevant by the Stock Broker, and the Stock Broker may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the Stock Broker shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Stock Broker's ITORS System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the Stock Broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities through the Stock Broker.
- 4.4 Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the Stock Broker's ITORS System, the Stock Broker shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
- 4.5 The Client agrees that the Stock Broker may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.
- 4.6 In case of a market order, the Client agrees that he will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into the Stock Broker's ITORS System.
5. MARGIN:
The Client agrees and undertakes to immediately deposit with the Stock Broker such cash, securities or other acceptable security, which the Stock Broker may require as margin. The Client agrees that the Stock Broker shall be entitled to require the Client to deposit with the Stock Broker a higher margin than that prescribed by the Exchange. The Stock Broker shall also be entitled to require the Client to keep permanently with the Stock Broker a margin of a value specified by the Stock Broker so long as the Client desires to avail of the Stock Broker's ITORS Service.
6. CANCELLATION REQUESTS
- 6.1 When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellation is received and the order is successfully cancelled before it is executed.
- 6.2 The Client shall not be entitled to presume an order as having been executed or canceled until a confirmation from the Stock Broker is received by the Client.
- 6.3 The Exchange may annul a trade suo-moto without giving a reason therefor. In the event of such annulment, the Stock Broker shall be entitled to cancel the relative contract(s) with the Client.
7. BROKERAGE, COMMISSIONS AND FEES
- 7.1 The Client agrees to pay the Stock Broker brokerage, commission, fees, service tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transactions, and the services that he receives from the Stock Broker.
- 7.2 A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by the Stock Broker to the Client from time to time upon request by the Client.
8. CONFIRMATIONS
Online confirmation will be available to the Client upon execution or cancellation of an order placed by him through the Stock Broker's ITORS System. This shall be followed by a confirmation, which may be sent by postal mail, electronic mail or other electronic means. It is the responsibility of the Client to review upon first receipt, whether delivered to him online, by postal mail, by electronic mail, or other electronic means, all confirmations of transactions or cancellations.
9. INVESTMENT ADVICE
- 9.1 The Client acknowledges that the Stock Broker shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment.
- 9.2 The Client also acknowledges that the Stock Broker's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from the Stock Broker or any of its employees.
- 9.3 The Client agrees that in the event of the Stock Broker or any employee or official of the Stock Broker providing any information, recommendation or advice to the Client, the Client may act upon the same at the sole risk and cost of the Client, and the Stock Broker shall not be liable or responsible for the same.
- 9.4 The Client assumes full responsibility with respect to his investment decisions and transactions.
- 9.5 The Stock Broker, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the Client.
10. SUPPLEMENTAL TO MAIN STOCK BROKER - CLIENT AGREEMENT:
This Agreement is supplemental to, and does not supersede, the Main Stock Broker-Client Agreement. Save and except as modified expressly or by implication by this Agreement the Exchange Provisions or the terms of the Stock Broker's ITORS WebSite, the provisions of the Main Stock Broker- Client Agreement shall apply mutatis mutandis to the extent applicable to dealings between the Stock Broker and the Client pursuant to or otherwise relating to the Stock Broker's ITORS Service.
11. REPRESENTATIONS AND WARRANTIES OF CLIENT
The Client represents and warrants to the Stock Broker that:
- 11.1 All the information provided and statements made in the Client's ITORS Account Application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that the Stock Broker has agreed to provide the Stock Broker's ITORS Service to the Client on the basis, inter alia, of the statements made in the Client's ITORS Account Application.
- 11.2 The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and the Stock Broker's ITORS Service may at any time be unavailable without further notice. The Stock Broker and the Exchange do not make any representation or warranty that the Stock Broker's ITORS Service will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or the Stock Broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock Broker's ITORS System or Service or the Exchange's service or systems for any reason whatsoever.
- 11.3 The Client has the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing his obligations and undertakings hereunder.
- 11.4 All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to this Agreement with all applicable laws, shall be completed by the Client prior to such transaction being entered into.
- 11.5 The Client shall abide by the Exchange Provisions and the terms of the Stock Broker's ITORS WebSite in force from time to time.

11.6 Any instructions given by an authorised representative of the Client to the Stock Broker (or to the Stock Broker's representative) shall be binding on the Client.

12. REPRESENTATIONS AND WARRANTIES OF THE STOCK BROKER:

The Stock Broker represents and warrants to the Client that :-

The Stock Broker's ITORS System has been approved by the Exchange. Where the ITORS system has not been approved by the Exchange, the Stock Broker has applied/ proposes to apply to the Exchange to approve the said ITORS System and the Stock Broker will commence the Stock Broker's ITORS Service only after the Exchange has approved the Stock Broker's ITORS System.

13. MARKET DATA

13.1 The Client understands that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Stock Broker or otherwise. The Client understands that the Exchange does not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. Neither the Stock Broker nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.

13.2 The Client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost.

14. NOTICES

14.1 Any notice or other communication to be given by any party to the other in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by e-mail to the addressee at the address or (as the case may be), the e-mail or facsimile number (if any), to the Stock Broker at its Registered office at 1207/A P.J.Towers, Dalal Street, Fort, Mumbai 40001 and to the client at the address/email as provided in the Client Registration Form or at such other address, facsimile number or e-mail address as the party to be served may have notified the other in accordance with the provisions of this Clause. Notwithstanding anything stated above, communication relating to orders, margins, maintenance calls and other similar matters in the ordinary course of dealings between the Stock Broker and the Client may be communicated orally.

15. EXTRAORDINARY EVENTS

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

16. AMENDMENT TO AGREEMENT

The Client understands and agrees that the Stock Broker may discontinue his ITORS Service in part or in its entirety and change the terms of the Service (including the terms on the Stock Broker's ITORS WebSite) at any time and from time to time, without prior notice.

17. TERMINATION OF AGREEMENT:

17.1 The Client agrees that the Stock Broker may at any time terminate this Agreement. The Client is aware and accepts that in view of the nature of the transactions and dealings involved in providing the Service it may not be possible for the Stock Broker to give advance notice of such termination or suspension to the Client.

17.2 The Client may at any time terminate this Agreement by not less than seven days notice to the Stock Broker, provided that unless the Stock Broker otherwise permits, the Client shall not be entitled to terminate this Agreement so long as any amount is payable or securities are deliverable by the Client to the Stock Broker.

17.3 The termination of this Agreement shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination.

17.4 The provisions of Clauses 14, 20 and 21 of this Agreement shall survive the termination of this Agreement.

18. SEVERABILITY

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

19. WAIVER

No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.

20. LAW AND JURISDICTION

20.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause 21, the courts at Mumbai, India shall have jurisdiction over this Agreement and the arbitration proceedings in relation to the Agreement.

20.2 This Agreement and all contracts and transactions between the Stock Broker and the Client pursuant hereto shall be subject to the Exchange Provisions, the Rules, Bye-Laws, Regulations, and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made thereunder and as amended from time to time.

21. DISPUTE RESOLUTION

Any claim, dispute or difference arising between the Parties hereto in respect of this Agreement or any contracts, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Agreement or the interpretation or construction of this Agreement shall be subject to the grievance redressal procedure of the Exchange and shall be subject to the arbitration procedure as prescribed by the Exchange Provisions.

(Sign) ⊗

Place:

Date:

SCHEDULE B2 - CROSS MARGINING

(Kindly note that these additional clause(s)/ documentation(s) are voluntary and at the discretion of the stock broker/ trading member and the client. The same are required in order to ensure smooth communication between the stock broker/ trading member and the client. The client need not execute this document if he / she does not wish to. The client as the right to terminate the document)

The following clause shall be inserted as clause 21A in the Client Agreement

21A. Cross Margining

- a. The Stock Broker agrees to request BSE/ BOISL/ Clearing Corporation/ Clearing House to extend cross margining facility to the Client in the Cash Segment subject to the terms and conditions as contained herein and the Client agree to avail the same.
- b. The parties agree to be bound by SEBI Circular No SEBI/DNPD/Cir-44/2008 dated 2nd December, 2008 and Circulars issued by SEBI from time to time with respect to cross margining.
- c. The parties agree to be bound by the Rules, Byelaws, Regulations and Circulars issued from time to time by BSE/ BOISL/ Clearing Corporation/ Clearing House including provisions with respect to cross margining.
- d. The parties agree that cross margin benefit shall be for such positions in one or more trading segments/clearing segments and shall be subject to such terms and conditions as may be prescribed by BSE/ BOISL/ Clearing Corporation/ Clearing House if any from time to time.
- e. In case of default by the Stock Broker arising out of the positions in one or more clearing segments, the Client agrees and understands that BSE/ BOISL/ Clearing Corporation/ Clearing House may utilise the margins or any other monies furnished in any clearing segment by its Clearing Members, who are clearing and settling the transactions pertaining to the Client, in order to meet the obligations arising out of such positions.
- f. In case of default by the Stock Broker arising out of the positions in one or more clearing segments, the Client agrees and understands that the outstanding positions of the Stock Broker in any or all clearing segments may be closed out by BSE/ BOISL/ Clearing Corporation/ Clearing House in accordance with Rules, Byelaws, Regulations and Circulars issued from time to time by BSE/ BOISL/ Clearing Corporation/ Clearing House.
- g. In case where cross margin benefit is to be availed by the Client for transactions executed in Derivatives Segment, the Client agrees that the Stock Broker shall request the Clearing Member of BSE/ BOISL/ Clearing Corporation/ Clearing House to avail the cross margin benefit for such transactions on behalf of the Client and such cross margin benefit shall also be subject to the terms and conditions mentioned in Clearing Member and Trading Member agreement entered into between the Clearing Member and the Stock Broker through whom transactions are cleared and settled by the Stock Broker in Derivatives Segment and terms and conditions mentioned hereinabove shall be applicable for cross margining in Derivatives Segment also.
- h. The parties agree that notwithstanding anything contained in the Client Agreement to the contrary, the parties shall be bound by the above provisions with respect to cross margining.

(Sign) ⊗

Place:

Date: