

SEBI REGISTRATION NUMBER: INB/INF 011209831 (BSE), INB/INF/INE 231209835 (NSE) IN-DP-CDSL-81-2015 (CDSL)

Corporate Member:

Bombay Stock Exchange Ltd. (BSE)
National Stock Exchange of India Ltd. (NSE)
Depository Participant: CDSL

We hereby acknowledge the receipt of the Account Opening Form (KYC) with thanks from

Name of Applicant:	
Trading Code:	Demat Account No. 12039800
<i>P</i> AN NO. :	H.O. Inward No.
Trading Code:PAN NO. : Date of Receipt by Branch: RM NAME:	Date When forwarded by Branch:
R <i>M</i> NA <i>ME</i> :	Mobile No. :
CLIENT REGISTRATION	FORM – BSE, NSE, & D.P.
======================================	CORPORATE/FIRM/NRI
	AREFULLY BEFORE AGREEING TO ITS DETAILS PROVIDED ARE CORRECT.

Regd. Office: 2nd Floor, Shukla Palace, Sapru Marg, Lucknow – 226 001 Telephone: 0522-4052800, 4052803, 4052806, 4052824 Fax No.: 0522-4052820 Visit us at: www.fairinvest.co.in, e-mail: support@fairinvest.co.in

For any type of grievances kindly mail us on compliance@fairinvest.co.in

Disclosure Pursuant to SEBI Circular No.CIR/MIRSD/16/2011 DT. 22 August 2011 Read with SEBI circular bearing Reference No. MIRSTD/SE/CIR-19/2009 Dt. 03 December 2009

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MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGE

S. No.	Name of Document	Brief Significance of the Document					
1.	Right and Obligations	Document stating the Right and Obligations of stock brokers / trading member, sub-broker and client for trading on Exchanges (Including additional rights & obligations in case of internet / wireless technology based trading)	1-4				
2.	Risk Disclosure Document (RDD)	Detailing risks associated with dealing in the securities market					
3.	Guidance Note	Do's and Don'ts for Trading on the Exchange(s) for Investors	8-9				
4.	Policies & Procedures	Contains guidelines stipulated by Member with respect to dealings with clients	10-11				
5.	Rights and Obligations for DP	Rights and Obligations of Beneficial Owner and Depository participant as Prescribed by SEBI & Depositories	12-13				

VOLUNTARY DOCUMENTS AS PROVIDED BY FAIR INTERMEDIATE INVESTMENT PVT. LTD.

S. No.	Name of Document Brief Significance of the Document					
1.	Terms & Conditions of Stock Broker & Client	ck Terms & Conditions of Stock Broker & Client				
2.	FATCA & CRS Terms & Conditions	FATCA & CRS Terms and Conditions for Individual & Non-Individual	16-21			
3.	RGESS	Declaration for availing the benefits under the Rajiv Gandhi Equity Savings Scheme (RGESS)	22			
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as prescribed by SEBI and Stock Exchanges

- The client shall invest/trade securities/contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Regulations of Exchanges/ Securities and Exchange Board of India (SEBI) and circulars/notices issued there under from time to time.
- The stock broker, sub-broker and the client shall be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars/notices issued there under and Rules and Regulations of SEBI and relevant notifications of Government 12. The client understands that payment of margins by the client authorities as may be in force from time to time.
- The client shall satisfy itself of the capacity of the stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before TRANSACTIONS AND SETTLEMENTS executing orders through the stock broker.
- The stock broker shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.
- The stock broker shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.
- The sub-broker shall provide necessary assistance and cooperate with the stock broker in all its dealings with the client(s).

CLIENT INFORMATION

- The client shall furnish all such details in full as are required 15. The stock broker shall ensure that the money/securities by the stock broker in "Account Opening Form" with supporting details, made mandatory by stock exchanges/SEBI from time to time.
- The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the stock broker shall be non-mandatory, as per terms & conditions accepted by the client.
- The client shall immediately notify the stock broker in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up 17. The transactions executed on the Exchange are subject to petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the stock broker on a periodic basis.
- 10. The stock broker and sub-broker shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under law/regulatory requirements. Provided however that the stock broker may so disclose information about his client to any person or authority with the express permission of the client.

MARGINS

11. The client shall pay applicable initial margins, withholding

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

- 13. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
- 14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is executed.
- deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Byelaws, circulars and notices of Exchange.
- 16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).
- Rules, Byelaws and Regulations and circulars/notices issued there under of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/notices issued there under.

BROKERAGE

18. The Client shall pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker shall not charge brokerage more than the maximum

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brokerage permissible as per the rules, regulations and byelaws of the relevant stock exchanges and/or rules and regulations of SEBI.

LIQUIDATION AND CLOSE OUT OF POSITION

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

DISPUTE RESOLUTION

- The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.
- 23. The stock broker shall co-operate in redressing grievances of the client in respect of all transactions routed through it and 32. in removing objections for bad delivery of shares, rectification of bad delivery, etc.
- 24. The client and the stock broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Regulations of the Exchanges where the trade is executed and circulars/notices issued there under as may be in force from time to time.
- 25. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.
- 26. The client/stock-broker understands that the instructions 33. issued by an authorized representative for dispute resolution, if any, of the client/stock-broker shall be binding on the client/stock-broker in accordance with the letter authorizing the said representative to deal on behalf of the said client/stock-broker.

TERMINATION OF RELATIONSHIP

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

the Board.

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

ADDITIONAL RIGHTS AND OBLIGATIONS

- 30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of tran actions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
- 31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
- 32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
- 33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
- 34. The stock broker shall send a complete `Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time

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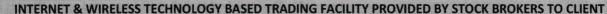
- to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
- 35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in 43. In addition to the e-mail communication of the ECNs to the terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
- 36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client LAW AND JURISDICTION may enter into shall be completed by the Client prior to such transaction being entered into.

ELECTRONIC CONTRACT NOTES (ECN)

- 37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client email id may be made through the secured access by way of client specific user id and password.
- The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamper able.
- The client shall note that non-receipt of bounced mail the contract note at the e-mail ID of the client.
- The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamper able form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant 48. All additional voluntary clauses/document added by the stock rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time.
- The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.

- 42. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.
- client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

- 44. In addition to the specific rights set out in this document, the stock broker, sub-broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued there under or Rules and Regulations of SEBI.
- has opted for internet trading, the request for change of 45. The provisions of this document shall always be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchanges, where the trade is executed, that may be in force from time to time.
- and in compliance with the provisions of the IT Act, 2000. In 46. The stock broker and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal within the stock exchanges, if either party is not satisfied with the arbitration award.
- notification by the stock broker shall amount to delivery of 47. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations and circulars/notices issued there under of the Exchanges/SEBI.
 - broker should not be in contravention rules/regulations/notices/circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.
- log report shall provide the details of the contract notes that 49. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Byelaws, Rules and Regulations of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.





(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)

- Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet based trading/securities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
- 2. The client is desirous of investing/trading in securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The Stock broker shall provide the Stock broker's IBT Service to the Client, and the Client shall avail of the Stock broker's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Stock broker's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
- 3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/internet/smart order routing or any other technology should be brought to the notice of the client by the stock broker.
- 4. The stock broker shall make the client aware that the Stock Broker's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
- 5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Stock broker's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/securities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized

- representative are not revealed to any third party including employees and dealers of the stock broker
- 6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flaw in Stock Broker's IBT System, discovers/suspects discrepancies/ unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
- 7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/securities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.
- 8. The stock broker shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/trade confirmation on the device of the client.
- 9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Stock broker and the Exchange do not make any representation or warranty that the Stock broker's IBT Service will be available to the Client at all times without any interruption.
- 10. The Client shall not have any claim against the Exchange or the Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stock brokers/Exchange end for any reason beyond the control of the stock broker/Exchanges.



ΡΙΣΚ ΔΙΣΧΛΟΣΥΡΕ ΔΟΧΥΜΕΝΤ ΦΟΡ ΧΑΠΙΤΑΛ ΜΑΡΚΕΤ ΑΝΔ ΔΕΡΙζΑΤΙζΕΣ ΣΕΓΜΕΝΤ

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

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

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

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

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

Stock exchanges does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any stock broker of Stock exchanges and/or any third party based on any information contained in this document. Any information contained in this document must not be construed as business advice.

No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same. In considering whether to trade or authorize someone to trade for you, you should be aware of or must get acquainted with the following:-

1. BASIC RISKS:

1.1 Risk of Higher Volatility:

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

1.2 Risk of Lower Liquidity:

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

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

1.3 Risk of Wider Spreads:

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

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1.4 Risk-reducing orders:

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

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

1.5 Risk of News Announcements:

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

1.6 Risk of Rumors:

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

1.7 System Risk:

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

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

Execution and its confirmations.

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

1.8 System/Network Congestion:

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

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

2.1 Effect of "Leverage" or "Gearing":

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

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

A. Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.

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- **B.** If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2 Currency specific risks:

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

2.3 Risk of Option holders:

1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires, to an

extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.

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

2.4 Risks of Option Writers:

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

3. TRADING THROUGH WIRELESS TECHNOLOGY/ SMART ORDER ROUTING OR ANY OTHER TECHNOLOGY:

Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/ smart order routing or any other technology should be brought to the notice of the client by the stock broker.

4. GENERAL

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



BEFORE YOU BEGIN TO TRADE

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

TRANSACTIONS AND SETTLEMENTS

- The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
- Don't share your internet trading account's password with anyone.
- 10. Don't make any payment in cash to the stock broker.

- 11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
- 12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the wabsite do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
- 13. In case you have given specific authorization, payout of funds or delivery of securities as the case may be, may not be made to you within one working day from the receipt of payout from the Exchange. Thus the stock broker may maintain a running account for you subject to the following conditions:
 - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
 - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.

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- c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
- d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.
- 14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.
- 15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges gives a public notice inviting claims relating to only the "transactions"

- Executed on the trading system" of Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.
- 17. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker's insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

DISPUTES/ COMPLAINTS

- 18. Please note that the details of the arbitration proceedings, penal action against the brokers and investor complaints against the stock brokers are displayed on the website of the relevant Stock exchange.
- 19. In case your issue/problem/grievance is not being sorted out by concerned stock broker/sub-broker then you may take up the matter with the concerned Stock exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.
- 20. Note that all the stock broker/sub-brokers have been mandated by SEBI to designate an e-mail ID of the grievance redressal division/compliance officer exclusively for the purpose of registering complaints.



POLICIES AND PROCEDURES FOR CLIENT DEALINGS – ALL EXCHANGES - MANDATORY (as required by SEBI circular MIRSD/ SE /Cir-19/2009 dated December 3, 2009)

Policy for Penny Stock

A stock that are traded at a relatively low price and market capitalization. These types of stocks are generally considered to be highly speculative and high risk because of their lack of liquidity, large bid-ask spreads, small capitalization and limited following and disclosure. Depend on the market condition and RMS policy of the company RMS reserve the right to refuse to provide the limit in Penny stocks and losses if any on account of such refusal shall be borne by client only.

Setting up client's exposure limits -The stock broker may from time to time impose and vary limits on the orders that the client can place through the stock broker's trading 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 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 including but not limited to limits on account of exchange/SEBI directions/limits (such as broker level/market level limits in security specific/volume specific exposures etc.), 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 trading system on account of any such variation, reduction or imposition of limits. The client further 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, or it may subject any order placed by the client to a review before its entry into the trading systems any may refuse to execute/allow execution of orders due to but not limited to the reason of lack of margin/securities or the order being outside the limits set by stock broker/exchange/SEBI and any other reasons which the stock broker may deem appropriate in the circumstances. The client agrees that the losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone.

We have margin based RMS system. Total deposits of the clients are uploaded in the system and client may take exposure on the basis of margin applicable for respective security as per VAR based margining system of the stock exchange and/or margin defined by RMS based on their risk perception. Client may take benefit of "credit for sale" i.e. benefit of share held as margin by selling the same by selecting Delivery option through order entry window on the trading platform, the value of share sold will be added with the value of deposit and on the basis of that client may take fresh exposure.

In case of exposure taken on the basis of shares margin the payment is required to be made before the exchange pay in date otherwise it will be liable to square off after the pay in time or any time due to shortage of margin.

- **b) Applicable brokerage rate:** Brokerage will be charged within the limits prescribed by SEBI/Exchange.
- c) Imposition of penalty / delayed payment charges Clients will be liable to pay late pay in/delayed payment charges for non making payment of their payin/margin obligation on time as per the exchange requirement/schedule at the rate upto 2% per month. The client agrees that the stock broker may impose fines / penalties for any orders / trades / deals / actions of the client which are contrary to this agreement / rules / regulations / bye laws of the exchange or any other law for the time being in force, at such rates and in such

form as it may deem fit. Further where the stock broker has to pay any fine or bear any punishment from any authority in connection with / as a consequence of fin relation to any of the orders / trades / deals / actions of the client, the same shall be borne by the client.

The right to sell client's securities or close clients' positions, without giving notice to the client, on account of non-payment of client's dues -Without prejudice to the stock brokers other right (Including the right to refer the matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the clients position without giving notice to the client for non- payment of margins or other amounts including the pay in obligation, outstanding debts etc and adjust the proceeds of such liquidation/close out, if any, against the clients liabilities/obligations. The client shall ensure timely availability of funds/securities in form and manner at designated time and in designated bank and depository account(s), for meeting his/her/its pay in obligation of funds and securities. Any and all losses and financial charges on account of such liquidations/ closing out shall be charged to & born by the client. In cases of securities lying in margin account/client beneficiary account and having corporate actions like Bonus, Stock split, Right issue etc, for margin or other purpose the benefit of shares due to received under Bonus, Stock split, Right issue etc will be given when the shares is actually received in the stock broker designated demat account.

In case the payment of the margin / security is made by the client through a bank instrument, the stock broker shall be at liberty to give the benefit / credit for the same only on the realization of the funds from the said bank instrument etc, at the absolute discretion of the stock broker. Where the margin / security is made available by way of securities or any other property, the stock broker is empowered to decline its acceptance as margin / security &/or to accept it at such reduced value as the stock broker may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as the stock broker may deem fit in its absolute discretion.

The stock broker has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions/securities/shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage, whichever is earlier. The stock broker will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

e) Shortages in obligations arising out of internal netting of trades -Stock broker shall not be obliged to deliver any securities or pay any money to the client unless and until the same has been received by the stock broker from the exchange, the clearing corporation / clearing house or other company or entity liable to make the payment and the client has fulfilled his/her/its obligations first.

The policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is as under:

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- 1. The Short delivering client is debited by an amount equivalent to 20% above of closing rate of day prior to Pay-in/Payout Day. The securities delivered short are purchased from market on T+2 day and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client along with reversal entry of provisionally amount debited earlier.
- 2. If securities cannot be purchased from market due to any force majeure condition, the short delivering seller is debited at the closing rate on 1 + 3 day or Auction day on Exchange + 10% where the delivery is matched partially or fully at the Exchange Clearing, the delivery and debits/credits shall be as per Exchange Debits and Credits.
- 3. In cases of securities having corporate actions all cases of short delivery of cum transactions which cannot be auctioned on cum basis or where the cum basis auctioned on cum basis or where the cum basis auction payout is after the book closure/record date, would be compulsory closed out at higher of 10% above the official closing price on the auction day or the highest traded price from first trading day of the settlement till the auction day.
- f). Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client -We have margin based RMS system. Client may take exposure upto the amount of margin available with us. Client may not be allowed to take position in case of non-availability/shortage of margin as per our RMS policy of the company. The existing position of the client is also liable to square off/close out without giving notice due to shortage of margin/ non making of payment for their payin obligation/outstanding debts.
- g.) Temporarily suspending or closing a client's account at the client's request -On the request of the client in writing, the client account can be suspended temporarily and same can be activated on the written request of the client only. During the period client account is suspended, the market transaction in the client account will be prohibited. However client shares/ledger balance settlement can take place.

On the request of the client in writing, the client account can be closed provided the client account is settled. If the client wants to reopen the account in that case client has to again complete the KYC requirement.

- **h.)** Deregistering a client: Notwithstanding anything to the contrary stated in the agreement, the stock broker shall be entitled to terminate the agreement with immediate effect in any of the following circumstances:
- (i). If the action of the client are prima facie illegal/improper or such as to manipulate the price of any securities or disturb the normal/proper functioning of securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.
- (ii)If there is any commencement of a legal process against the client Under any law in force;]
- (iii) On the death/lunacy or other disability of the Client;
- (iv) If the client being a partnership firm, has any steps taken by the Client and/or its partners for dissolution of the partnership;
- (v) If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the Stock broker;

- (vi) If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable;
- (vii) If the Client is in breach of any term, condition or covenant of this Agreement;
- (viii) If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security;
- (ix)If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;
- (x) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- (xi) If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;
- (xii) If any covenant or warranty of the Client is incorrect or untrue in any material respect;

INACTIVE CLIENT ACCOUNT: - Client account will be considered as inactive if the client does not trade for period of one year. Calculation will be done at the beginning of every month and those clients who have not traded even a single time will be considered as inactive, the shares/ credit ledger balance if any will be transferred to the client within one week of the identifying the client as inactive. The client has to make written request for reactivation of their account.

Trading in Exchange is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders. I/we understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt or any break down in our back office/ front end system, or any such other problems/glitch whereby not being able to establish access to the trading system/network, which may be beyond your control and may result in delay in processing or not processing buy or sell Orders either in part or in full.I/We shall be fully liable and responsible for any such problem/fault.

Client Acceptance of Policies and Procedures stated hereinabove:

I/We have fully understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses this document any circumstances what so ever. These Policies and Procedures may be amended / changed unilaterally by the broker, provided the change is informed to me / us with through anyone or more means or methods. I/We agree never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever. These Policies and Procedures shall always be read always be read along with the agreement and shall be compulsorily referred to while deciding any dispute / difference or claim between me / us and stock broker before any court of law / judicial/adjudicating authority including arbitrator / mediator etc.

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Rights and Obligations of Beneficial Owner and Depository Participant as

Prescribed by SEBI and Depositories

General Clause

- 1. The Beneficial Owner and the Depository participant (DP) shall be bound by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants)Regulations, 1996, Rules and Regulations of Securities and Exchange Board of India(SEBI), Circulars/Notifications/Guidelines issued there under, Bye Laws and Business Rules/Operating Instructions issued by the Depositories and relevant notifications of Government Authorities as may be in force from time to time.
- The DP shall open/activate demat account of a beneficial owner in the depository system only after receipt of complete Account opening form, KYC and supporting documents as specified by SEBI from time to time.

Beneficial Owner information

- 3. The DP shall maintain all the details of the beneficial owner(s) as mentioned in the account opening form, supporting documents submitted by them and/or any other information pertaining to the beneficial owner confidentially and shall not disclose the same to any person except as required by any statutory, legal or regulatory authority in this regard.
- 4. The Beneficial Owner shall immediately notify the DP in writing, if there is any change in details provided in the account opening form as submitted to the DP at the time of opening the demat account or furnished to the DP from time to time.

Fees/Charges/Tariff

- 5. The Beneficial Owner shall pay such charges to the DP for the purpose of holding and transfer of securities in dematerialized form and for availing depository services as may be agreed to from time to time between the DP and the Beneficial Owner as set out in the Tariff Sheet provided by the DP. It may be informed to the Beneficial Owner that "no charges are payable for opening of demat accounts"
- 6. In case of Basic Services Demat Accounts, the DP shall adhere to the charge structure as laid down under the relevant SEBI and/or Depository circulars/directions/notifications issued from time to time.
- 7. The DP shall not increase any charges/tariff agreed upon unless it has given a notice in writing of not less than thirty days to the Beneficial Owner regarding the same.

Dematerialization

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

Separate Accounts

9. The DP shall open separate accounts in the name of each of the beneficial owners and securities of each beneficial owner shall be segregated and shall not be mixed up with the securities of other beneficial owners and/or DP's own securities held in dematerialized form. 10. The DP shall not facilitate the Beneficial Owner to create or permit any pledge and /or hypothecation or any other interest or encumbrance over all or any of such securities submitted for dematerialization and/or held in demat account except in the form and manner prescribed in the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996 and Bye-Laws/Operating Instructions/Business Rules of the Depositories.

Transfer of Securities

- 11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.
- 12. The Beneficial Owner reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.

Statement of account

- 13. The DP shall provide statements of accounts to the beneficial owner in such form and manner and at such time as agreed with the Beneficial Owner and as specified by SEBI/depository in this regard.
- 14. However, if there is no transaction in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such BOs and shall resume sending the transaction statement as and when there is a transaction in the account.
- 15. The DP may provide the services of issuing the statement of demat accounts in an electronic mode if the Beneficial Owner so desires. The DP will furnish to the Beneficial Owner the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the DP does not have the facility of providing the statement of demat account in the electronic mode, then the Participant shall be obliged to forward the statement of demat accounts in physical form.
- 16. In case of Basic Services Demat Accounts, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time

Manner of Closure of Demat account

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

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

Default in payment of charges

- 19. In event of Beneficial Owner committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the DP to close the demat account of the Beneficial Owner, the DP may charge interest at a rate as specified by the Depository from time to time for the period of such default.
- 20. In case the Beneficial Owner has failed to make the payment of any of the amounts as provided in Clause 5&6 specified above, the DP after giving two days notice to the Beneficial Owner shall have the right to stop processing of instructions of the Beneficial Owner till such time he makes the payment along with interest, if any.

Liability of the Depository

- 21. As per Section 16 of Depositories Act, 1996,
 - 1. Without prejudice to the provisions of any other law for the time being in force, any loss caused to the beneficial owner due to the negligence of the depository Or the participant, the depository shall indemnify such beneficial owner.
 - 2. Where the loss due to the negligence of the participant under Clause (1) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

Freezing/ Defreezing of accounts

- 22. The Beneficial Owner may exercise the right to freeze/defreeze his/her demat account maintained with the DP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.
- 23. The DP or the Depository shall have the right to freeze/defreeze the accounts of the Beneficial Owners on receipt of instructions received from any regulator or court or any statutory authority.

Redressal of Investor grievance

24. The DP shall redress all grievances of the Beneficial Owner against the DP within a period of thirty days from the date of receipt of the complaint.

Authorized representative

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

Law and Jurisdiction

- 26. In addition to the specific rights set out in this document, the DP and the Beneficial owner shall be entitled to exercise any other rights which the DP or the Beneficial Owner may have under the Rules, Bye Laws and Regulations of the respective Depository in which the demat account is opened and circulars/notices issued there under or Rules and Regulations of SEBI.
- 27. The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/ notices issued by SEBI and Rules, Regulations and Bye-laws of the relevant Depository, where the Beneficial Owner maintains his/ her account, that may be in force from time to time.
- 28. The Beneficial Owner and the DP shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the depository and that such procedure shall be applicable to any disputes between the DP and the Beneficial Owner.
- 29. Words and expressions which are used in this document but which are not defined herein shall unless the context otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there under by the depository and /or SEBI
- 30. Any changes in the rights and obligations which are specified by SEBI/Depositories shall also be brought to the notice of the clients at once.
- 31. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Depository, where the Beneficial Owner maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

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TERMS & CONDITIONS

- 2. Client agrees to set off outstanding in any of his/her/its accounts against credits available or arising in any other accounts maintained with Broker irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange or in any other Exchange and/or against the value of cash margin or collateral shares provided to Broker.
- 3. Client authorizes the Broker not to provide Order Confirmation/Modification/Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. Client shall get the required details from contract notes issue by Broker.
- 4. Client authorizes Broker to keep all securities which Client has given in margin including the payout securities received by Broker for meeting margin/order obligation in any of the Stock Exchanges/Clearing House/Clearing Corporation in whatever manner which may include pledging of shares in favor of bank and/ or taking loan against the same or meeting margin/pay-in obligation on client's behalf or for giving the same as margin to any of the stock exchanges/clearing house/ clearing corporation or otherwise. Further, Client shall when called upon to do so forthwith from time to time provide a Margin Deposit and/or furnish additional Margin as required under the Rules and Regulations in respect of the business done by the Client and/or as agreed upon by Client with the Trading Member.
- 5. Client authorizes broker to retains credit balance in any of his/her/its account and to use the unused funds towards his/her/its margin/future obligation at any or both the Exchange unless the client instruct otherwise. Client also authorize broker to debit the necessary demat charges from time to time, for keeping the shares in Broker client demat beneficiary account on Client's behalf. Client also agrees to debit the charges@2%. p.m., for the debit balances or delay payment charges at the rate prescribed by exchange for shortage in margin/debit balances, if any, in client's account and not settled as per the exchange requirements.
- 6. Client agrees and permit the stock broker to retains Securities in their demat account for his/her/its margin/future obligation at all Exchanges, unless the client instructs the stock broker to transfer the same to his/her/its account.
- 7. Client agrees and permits the stock broker to consider his/her/its telephonic instructions for order placing/order modification/order cancellation as a written instruction and permit to provide all the confirmation on telephonic unless instructed otherwise in writing.
- 8. Client authorizes the stock broker/exchange/other regulatory authority to send/dispatch contract notes/e-mail alert/other documents through email on his/her/its designated email address mentioned in KYC. Client shall completely rely on the log reports of dispatching software as a conclusive proof of dispatch of e-mail to the client and shall not dispute on the same.
- 9. Non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at e-mail ID of the client.
- 10. Client shall inform the stock broker change of his/her/its e-mail ID.
- 11. The Client shall not sublet the trading terminal on any term of connectivity from his/her/its place to any other place without prior approval of stock broker.
- 12. The client agrees and permits the stock broker for inter-settlement transfer of securities towards settlement.
- 13. The client agrees and authorizes the stock broker to with hold funds pay-out towards all the applicable margins and debits.
- 14. Client understands and permits to recover all fines/penalties and charges levied upon trading member due to client's act/deeds or transaction.
- 15. Client Permits and authories to debit the charges relevant with depository services from client's trading account. The client also agrees to maintain the adequate balance in his/her/its trading account/pay adequate advance fee for the said reason.
- 16. Client permits and authories the stock broker to discontinue sending contract note/other documents/details/information on client's e-mail ID if contract notes get bounced for mote that 5 times and to start sending physical documents. The client also permits and authorizes to charge administrative/other charges for the same.
- 17. The Stock Broker may from time to time amend these terms and conditions if required, for complying with any change in Statute, Regulation or with the requirements of any competent authority without the consent of the client. The Stock Broker may from time to time amend the terms and conditions with the intimate of the Client. The amended terms and conditions shall be intimated in advance to the Client by the stock Broker at least 7 days or such other period as may be prescribed by SEBI. In case the Client continues to deal with the Stock Broker subsequent to the intimations of such amendments, the Client agrees and acknowledges that it shall be deemed that the Client is agreeable to the new clauses. However, if the Client is not agreeable to such new terms and conditions, the client has the right to terminate the relationship with the Stock Broker as per rights & obligation prescribed by SEBI through communication in writing subject to the meeting of the financial and other obligations under these terms and conditions or any other agreement/arrangement.
- 18. In case any one or more of the provisions contained in the terms and conditions becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereto.
- 19. The Client confirms having read and understood these terms and conditions and those relating to various services and products and accepts and agrees to be bound by all the terms and conditions including those excluding/limiting the Stock Broker's and exchange's liabilities.
- 20. Trading in the Exchange is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders. Client understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt or any break down in our back office/front and system, or any such other problems/glitch whereby not being able to establish access to the trading system/network, which may be beyond your control any may result in delay in processing or not processing buy or sell Orders either in part of in full. Client shall be fully liable and responsible for any such problem/fault.

ANTI MONEY LAUNDERING AWARNESS – EDUCATING CLIENTS ABOUT AML PROVISIONS

This is must read/understood and to be complied by every one dealing / desirous in dealing in Capital and / or Derivatives (including Currency Derivative)

Prevention of Money Laundering Act, 2002 (PMLA) is enacted to prevent the financing of terrorism and to prevent laundering of
money i.e. to prevent legalizing or official zing or canalizing the money generated from illegal activities like drug trafficking,
organized crimes, hawala rackets and other serious crimes etc.

2. PMLA is a part of the Global measures being taken by all the countries under the initiatives of United Nations.

3. It is an obligation of individual/entities to whom PMLA is applicable, to report certain kind of transactions routed through them to financial Intelligence Unit (FIU), a department specially set up to administer PMLA under the Ministry of Finance.

4. PMLA is, inter-alia, applicable to various intermediaries which includes stock brokers, commodity brokers, sub-brokers, authorized person and depository participant etc.

5. As per PMLA the following type of transaction are to be reported to FIU:-

(A) All cash transactions of the value of more than 10 Lacs or its equivalent in foreign currency.

- (B) All series of cash transactions integrally connected to each other which have been valued below 10 Lacs or its equivalent in foreign currency where such series of transactions takes place within one calendar month.
- (C) All suspicious transactions whether or not made in cash and including, inter-alia, credit or debits into any non monetary accounts such as demat account.
- 6. Any such above transaction(s), though not executed but attempted and failed are also required to be reported.
- 7. The such above transaction(s) can be related to the transaction(s) under the circumstances such as:-

(A) Client(s) whose identity verification seems difficult or client(s) that appear not to co-operate;

(B) Asset management services for client(s) where the source of the funds is not clear or not in keeping with client(s) apparent standing/business activity;

(C) Client(s) based in high risk jurisdictions;

- (D) Substantial increases in business without apparent cause; ad tail relian b
- (E) Client(s) transferring large sum of money to or from overseas locations with instructions for payment in cash;

(F) Attempted transfer of investment proceeds to apparently unrelated third parties;

- (G) Businesses undertaken by offshore banks/financial services;
- (H) Businesses reported to be in the nature of export/import of small items;
- (I) Unusual transactions by Client of Special Categories (CSCs).

8. Client of Special Categories includes:-

- (A) Non-resident client;
- (B) High net-worth client (having annual income + networth of more that Rs.1 Crore);
- (C) Trust, Charities NGOs and organizations receiving donations;
- (D) Company having close family shareholdings or beneficial ownership;
- (E) Civil Servant or family member or close relative of civil servant;
- (F) Bureaucrat or family member or close relative of bureaucrat;
- (G) Current or Former MP or MLA of MLC or their family member of their family member or close relative;
- (H) Politician or their family member or close relative;
- (I) Current of Former Head of State or of Governments or their family member or close relative;
- (J) Senior government/judicial/military officers or their family member or close relative;
- (K) Senior executives of state-owned corporations of their family member or close relative;
- (L) Companies offering foreign exchange offerings'
- 9. While opening the new account all the prescribed procedures of KYC and Client Identifications should strictly be followed in the context of ensuring the compliance under PMLA.
- 10. All the record of transaction(s) and client identifications must be preserved in a manner which can be retrieved promptly and reported to the authorities in the specified format as and when required.
- 11. The Clients are advised to be fully conversant with the provisions of PMLA and any amendments thereto from time to time and to co-operate with intermediaries by providing the additional information(s)/document(s), if asked for, to ensure the compliance requirements under PMLA.
- 12. The Client are advised to provide certain information which may be of personal nature or has hitherto never been called for such information can include documents evidencing source of funds/income tax returns/bank records etc. You are advised to co-operate with us whenever such information is sought for from PMLA perspective.
- 13. The Clients are advised to be vigilant and to refrain from temptation of easy monetary gains, by knowingly or unknowingly supporting the people who are involved in the activities which are endangering freedom and causing damage to nation. The Clients are supposed to provide their active co-operation in the due compliance of the law.
- 14. Please visit the website of Financial intelligence Unit (<u>www.fiuindia.gov.in</u>) and Securities and Exchange Board of India (<u>www.sebi.gov.in</u>) for any further information on the subject.





The Central Board of Direct Taxes has notified Rules 114F to 114H, as part of the Income- tax Rules, 1962, which require Indian financial institutions such as the Banks/other financial entities to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders. In relevant cases, information will have to be reported to tax authorities / appointed agencies. Towards compliance, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto.

Should there be any change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days.

Please note that you may receive more than one request for information if you have multiple relationships with (Insert FI's name) or its group entities. Therefore, it is important that you respond to our request, even if you believe you have already supplied any previously requested information.

If you have any questions about your tax residency, please contact your tax advisor. If you are a US citizen or resident or green-card holder, please include United States in the foreign country information field along with your US Tax Identification Number. \$It is mandatory to supply a TIN or functional equivalent if the country in which you are tax resident issues such identifiers. If no TIN is yet available or has not yet been issued, please provide an explanation and attach this to the form.

In case customer has the following Indicia pertaining to a foreign country and yet declares self to be non-tax resident in the respective country, customer to provide relevant Curing Documents as mentioned below:

FATCA & CRS Indicia observed (ticked)	Documentation required for Cure of FATCA/ CRS indicia						
U.S. place of birth	Self-certification that the account holder is neither a citizen of United States of America nor a resident for tax purposes; Non-US passport or any non-US government issued document evidencing nationality or citizenship (refer list below); AND Any one of the following documents:						
	Certified Copy of "Certificate of Loss of Nationality or Reasonable explanation of why the customer does not have such a certificate despite renouncing US citizenship; or Reason the customer did not obtain U.S. citizenship at birth						
Residence/mailing address in a country other than India	Self-certification that the account holder is neither a citizen of United States of America nor a tax resident of any country other than India; and Documentary evidence (refer list below)						
Telephone number in a country other than India	If no Indian telephone number is provided 1. Self-certification that the account holder is neither a citizen of United States of America nor a tax resident of any country other than India; and 2. Documentary evidence (refer list below)						
	If Indian telephone number is provided along with a foreign country telephone number 1. Self-certification that the account holder is neither a citizen of United States of America nor a tax resident for tax purposes of any country other than India; OR 2. Documentary evidence (refer list below)						
Standing instructions to transfer funds to an account maintained in a country other than India (other than depository accounts)	Self-certification that the account holder is neither a citizen of United States of America nor a tax resident of any country other than India; and 2. Documentary evidence (refer list below)						

List of acceptable documentary evidence to establish the residence(s) for tax purpose:

Certificate of residence issued by an authorized government body*

2. Valid identification issued by an authorized government body*(e.g. Passport, National Identity card, etc.) Government or agency there of or a municipality of the country or territory in which the payee client claims to be resident.

FIIPL

FAIR INTERMEDIATE INVESTMENT PVT. LTD.

FATCA & CRS TERMS AND CONDITIONS – FOR NON- INDIVIDUAL

1. Financial Institution (FI)

The term FI means any financial institution that is a Depository Institution, Investment Entity or Specified Insurance company, as defined.

- · Depository Institution: is an entity that accepts deposits in the ordinary course of banking or similar business.
- Custodian Institution: is an entity that holds as a substantial portion of its business, hold financial assets for the
 account of other and where it's income attributable to holding financial assets and related financial services equals or
 exceeds 20 percent of the entity's gross income during the shorter of-
 - (i) The three financial years preceding the year in which determination is made; or
 - (ii) The period, during which the entity has been in existence, whichever is less.
- · Investment entity is any entity:

That primarily conducts a business or operates for or on behalf of a customer for any of the following activities or Operations for or on behalf of a customer

- (i) Trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; Exchange, interest rate and index instruments; transferable securities; or commodity futures trading; or
- (ii) Individual and collective portfolio management; or
- (iii) Investing, administering or managing funds, money or financial asset or money on behalf of other persons;

or

The gross income of which is primarily attributable to investing, reinvesting, or trading in financial assets, if the entity is managed by another entity that is a depository institution, a custodial institution, a specified insurance company, or an investment entity described above.

An entity is treated as primarily conducting as a business one or more of the 3 activities described above, or an entity's gross income is primarily attributable to investing, reinvesting, or trading in financial assets of the entity's gross income attributable to the relevant activities equals or exceeds 50 percent of the entity's gross income during the shorter of:

- (i) The three-year period ending on 31 March of the year preceding the year in which the determination is made; or
- (ii) The period during which the entity has been in existence.

The term "Investment F:ntity" does not include an entity that is an active non-financial entity as per codes 03, 04, 05 and 06 (refer point 2c.)

• Specified Insurance Company: Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

A. Rea	sons why FI not required to apply for GIIN:
Code	Sub-category Sub-category
1	Governmental Entity, International Organization or Central Bank
2.	Treaty Qualified Retirement Fund; a Broad Participation Retirement Fund; a Narrow Participation Retirement Fund; or a Pension Fund of a Governmental Entity, International Organization or Central Bank
3.	Non-public fund of the armed forces, an employees' state insurance fund, a gratuity fund or a provident fund
4.	Entity is an Indian FI solely because it is an investment entity
5.	Qualified credit card issuer
6.	Investment Advisors, Investment Managers& Executing Brokers
7.	Exempt collective investment vehicle
8.	Trustee of an Indian Trust
9	FI with a local client base
10.	Non-registering local banks

11.	FFI with only Low-Value Accounts	
12.	Sponsored investment entity and controlled foreign corporation	2
13.	Sponsored, Closely Held Investment Vehicle	2
14.	Owner Docum ented FFI	A Pinancial Indian Co.

2. Non-financial entity (NFE) – Entity is not a financial institution

Types of NFEs that are regarded as excluded NFE are:

Active NEE: (is nay one of the following):

a. Public traded company (listed company)

A company is publicly traded if its stock are regularly traded on one or more established securities markets (Established securities market means an exchange that is officially recognized and supervised by a governmental authority in which the securities market is located and that has a meaningful annual value of shares traded on the exchange)

b. Related entity of a publicly traded company
The NFE is a related entity of an entity of which is regularly traded on an established securities market;

Code	Sub-category
01	Less than 50 percent of the NFE's gross income for the preceding financial year's passive income and less than 50 percent of the assets held by the NFE during the preceding financial year are assets that produce or are held for the production of passive income;
02	The NFE is a Governmental Entity, an International Organization, a Central Bank, or an entity wholly owned by one or more of the foregoing;
03	Substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, o providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an entity shall not qualify for this status if the entity
	functions as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
04	The NFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFE;
05	The NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets of is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;
06	The NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are no Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution;
07	Any NFE that fulfills all of the following requirements: • It is established and operated in India exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in India and it is a professional organization, business league, chamber of commerce, laboroganization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare; • It is exempt from income tax in India; • It has no shareholders or members who have a proprietary or beneficial interest in its income or assets; The applicable laws of the NFE's country or territory of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and The applicable laws of the NFE's country or territory of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a governmental entity or othe non-profit organization, or escheat to the government of the NFE's country or territory of residence or any political subdivision thereof. ExplanationFor the purpose of this sub-clause, the following shall be treated as fulfilling the criteria provided in the said sub-clause, namely:(I) an Investor Protection Fund referred to in clause (23EA); (II) a Credit Guarantee Fund Trust for Small Industries referred to in clause 23EB; and (III) and Investor Protection Fund referred to in clause (23EC), of section 10 of the Act;

3. Other definitions

(i) Related entity

An entity is a related entity of another entity if either entity controls the other entity or the two entities are under common control For this purpose, control includes direct or indirect ownership of more than 50% of the votes of the votes and value in an entity.

(ii) Passive NFE

The term passive NFE means

(1) any non-financial entity which is not an active non-financial entity including a publicly traded corporation or related entity of a publicly traded company;

or

(2) an investment entity defined in clause (I) of these instructions

(3) a withholding foreign partnership or withholding foreign trust;

(Note: Foreign persons having controlling interest in a passive NFE are liable to be reported for tax information compliance purposes)

(iii) Passive income

The term passive income includes income by way of:

- (1) Dividends.
- (2) Interest
- (3) Income equivalent to interest,
- (4) Rents and royalties, other than rents and royalties derived in the active conduct of a business conducted, at least in part, by employees of the NFE

(5) Annuities

- (6) The excess of gains over losses from the sale or exchange of financial assets that gives rise to passive income
- (7) The excess of gains over losses from transactions (including futures, forwards, options and similar transactions) in any financial assets,
- (8) The excess of foreign currency gains over foreign currency losses

(9) Net income from swaps

(10) Amounts received under cash value insurance contracts

But passive income will not include, in case of a non-financial entity that regularly acts as a dealer in financial assets, any income from any transaction entered into in the ordinary course of such dealer's business as such a dealer.

(iv) Controlling persons

Controlling persons are natural persons who exercise control over an entity and includes a beneficial owner under sub-rule (3) of rule 9 of the Prevention of Money-Laundering (Maintenance of Records) Rules, 2005. In the case of a trust, the controlling person means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust. In the case of a legal arrangement other than a trust, controlling person means persons in equivalent or similar positions.

Pursuant to guidelines on identification of Beneficial Ownership issued vide SEBI circular no. CIR/MIRSD/2/2013 dated January 24, 2013, persons (other than Individuals) are required to provide details of Beneficial Owner(s) ('BO'). Accordingly, the Beneficial Owner means 'Natural Person', who, whether acting alone or together, or through one or more juridical person, exercises control through ownership or who ultimately has a controlling ownership interest of / entitlements to:

- (1) More than 25% of shares or capital or profits of the juridical person, where the juridical person is a company;
- (2) More than 15% of the capital or profits of the juridical person, where the juridical person is a partnership; or
- (3) More than 15% of the property or capital or profits of the juridical person, where the juridical person is an unincorporated association or body of individuals.

Where the client is a trust, the financial institution shall identify the beneficial owners of the client and take reasonable measures to verify the identity of such persons, through the identity of the settler of the trust, the trustee, the protector, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

Where no natural person is identified the identity of the relevant natural person who holds the position of senior managing official.

A) C	ontrolling Person Type:	The Of Toegen file and the Tease I have been all the control of th
Code	Sub-category	
01.	CP of legal person-ownership	at the section of the gain and the section of the s
02.	CP of legal person-other means	A pureor reporting NH to magnaria ner to may easy to
03.	CP of legal person-senior managing official	- Control Ship Ship (Ship)

04.	CP of legal arrangement-trust-settlor	- 2000 cm 100 2000 20 20 20 20 20 20 20 20 20 20 20
05.	CP of legal arrangement-trust-trustee	· 변화 수는 변화한 설립 - (1)
06.	CP of legal arrangement-trust-protector	e in the Medium terior of the Mills a totalish of all lights the
07.	CP of legal arrangement-trust-beneficiary	nn shi biba'i karnes iki odwej sesran Hajinip i sannitsa
08.	CP of legal arrangement-trust-other	e giginge des at gentes unte estite
09.	CP of legal arrangement-Other-settlor equivalent	10 10 10 10 10 10 10 10 10 10 10 10 10 1
10.	CP of legal arra gement-Other-trustee equivalent	and the programme of the average of the first went
11.	CP of legal arrangement-Other-protector equivalent	o in suin ma esur en fémicial y séécent submissión covie <mark>vos.</mark> (Le
12.	CP of legal arrangement-Other-beneficiary equivalent	evil in the second party of the comment of the comm
13.	CP of legal arrangement-Other-other equivalent	5 T to 3 T

- (v) Specified U.S. person A U.S person other than the following:
- (1) a corporation the stock of which is regularly traded on one or more established securities markets;
- (2) any corporation that is a member of the same expanded affiliated group, as defined in section 1471(e)(2) of the U.S. Internal Revenue Code, as a corporation described in clause (i);
- (3) the United States or any wholly owned agency or instrumentality thereof;
- (4) any State of the United States, any U.S. Territory, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing;
- (5) any organization exempt from taxation under section 501(a) of the U.S. Internal Revenue Code or an individual retirement plan as defined in section 7701(a)(37) of the
 - U.S. Internal Revenue Code;
- (6) any bank as defined in section 581 of the U.S. Internal Revenue Code;
- (7) any real estate investment trust as defined in section 856 of the U.S. Internal Revenue Code;
- (8) any regulated investment company as defined in section 851 of the U.S. Internal Revenue Code or any entity registered with the U.S. Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. 80a-64);
- (9) any common trust fund as defined in section 584(a) of the U.S. Internal Revenue Code;
- (10) any trust that is exempt from tax under section 664(c) of the U.S. Internal Revenue Code or that is described in section 4947(a)(1) of the U.S. Internal Revenue Code;
- (11) a dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any State;
- (12) a broker as defined in section 6045(c) of the U.S. Internal Revenue Code; or
- (13) any tax-exempt trust under a plan that is described in section 403(b) or section 457(g) of the U.S. Internal Revenue Code.

(vi) Owner documented FFI

An FFI meets the following requirements:

- (a) The FFI is an FFI solely because it is an investment entity;
- (b) The FFI is not owned by or related to any FFI that is a depository institution, custodial institution, or specified insurance company;
- (c) The FFI does not maintain a financial account for any non participating FFI;
- (d) The FFI provides the designated withholding agent with all of the documentation and agrees to notify the withholding agent if there is a change in circumstances; and
- (e) The designated withholding agent agrees to report to the IRS (or, in the case of a reporting Model 1 IGA, to the relevant foreign government or agency thereof) all of the information described in or (as appropriate) with respect to any specified U.S. persons and (2). Notwithstanding the previous sentence, the designated withholding agent is not required to report information with respect to an indirect owner of the FFI that holds its

(vii) Direct reporting NFE

A direct reporting NFE means a NFE that elects to report information about its direct or indirect substantial U.S. owners to the IRS.

Code	Sub-category Sub-c
Α	An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
В	The United States or any of its agencies or instrumentalities
С	A state, the District of Columbia, a possession of the United States, or any of their political subdivisions o instrumentalities
D	A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
E	A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
F	A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G	A real estate investment trust
Н	A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
1	A common trust fund as defined in section 584(a)
J	A bank as defined in section 581
K	A broker
L	A trust exempt from tax under section 664 or described in section 4947(a)(1)
M	A tax exempt trust under a section 403(b) plan or section 457(g) plan

FOR TRADING ACCOUNT OPENING FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATES/TRUST

	(To be obtained on pre-	printed Letter	head of company)	
Certified True Copy of the Resol	lution passed at the meeting of the Boa	ard of Directors	of	
		Ltd. du	ly convened and at which	a proper quorum was present held at
registered office at				
at AM/PM, at	he h	eld on	day of	20
or National Stock Exchange of	India Ltd. (NSE) and /or Clearing me of CDSL) In the name and style of	mber/Benefician	ry account for the compa	future plans, the Company do open a nbay Stock Exchange Ltd. (BSE), and ny, with Fair Intermediate Investment
	(Director of the Communication)	co.)	con bine miserial des	and Mr.
for opening the account and comp	pleting the formalities.	be and is hereb	y authorized to negotiate	and finalize the terms and conditions
"FURTHER RESOLVED THA	AT Mr.	4	and Mr.	
The Director and Mr.			the Authorized person	in this hehalf be and hereby jointly
and severally authorized to sigh a the Trading and / or Beneficiary the Company"	and execute necessary forms and KY0 account's as aforesaid and That they	C disclosures an are also authorize	d agreements as might be zed to as such to operate	in this behalf, be and hereby jointly be required for the purpose of opening the said account for and on behalf of
Company and authorize Mr. Intermediate Investment Pvt. I	td., the said Power of Attorney a	of the nd to do all ot	for sale transactions can be company to execu- ther things as may be no	d. A Power of Attorney limited to carried out in the account of the te, notarize and deliver to Fair ecessary in this connection."
Further Resolved that a certif	fied copy of the said resolution be aforesaid officials by the chairman	communicate	d to Fair Intermediate	Investment Pvt. Ltd. Together the
N	CERTIFIED TRU	E COPY		
Place :			Date:	Signature of Investor Fi
Specimen Signatures:		For _		Ltd.
Name	Designation	Signatory		
1.	Designation		Signature	
2.				
3.				1
				No. of the last of

FIIPL

Place

FAIR INTERMEDIATE INVESTMENT PVT. LTD.



FORM - A

DECLARATION TO BF SUBMITTED BY THE INVESTORS TO THE DEPOSITORY PARTICIPANTS FOR AVAILING THE BEBEFITS UNDER THE RAJIV GANDHI EQUITY SAVING SCHEME

(See paragraph 5 (b) of notification no. 51/2012 dated November 23, 2012 issued by Department of Revenue Ministry of Finance (MOF) Date: To, Fair Intermediate Investment Pvt. Ltd. 2nd Floor Shukla Palace, Sapru Marg, Lucknow - 226 001. Dear Sir/Madam, Name of the Investor / First Holder (Mr./Mrs./MS. Address of the Investor / First Holder PIN Code City Country State Mobile No. Tele.(Res.) Email ID PAN No. 1. It is hereby certified that (Tick whichever is appropriate). (a) I do not have a Demat Account and I have not traded in any derivatives. (b)I have Demat Account No. (Depository Participant) but I have not traded in any equity shares or derivatives in this account. (c)I have a Joint Demat Account No. ___ (Depository Participant) but I am not the first account holder. 2. I hereby declare that I have read and understood all the terms and conditions of the Rajiv Gandhi Equity Scheme. 3. It is hereby verified that I am aneligible new retail investor for availing the benefits under the Rajiv Gandhi Equity Savings Scheme. 4. I undertake to abide by all the requirements and fulfill all obligations under the Scheme, and will comply with the terms and conditions of the Scheme. 5. I undertake that, in case I fail to comply with any condition specified in the Scheme, the benefits availed there under will be withdrawn and the tax shall be payable by me accordingly. Signature of Investor / First Holder

Date

2. OPTION FORM FOR ISSUE OF DIS BOOKLET WHERE LIMITED-PURPOSE POWER OF ATTORNEY HAS BEEN GIVEN

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DP ID	1	2	0	3	9	8	0	0	Client ID	0	0	T	1		
First Holder Name								1					10		
Second Holder Nam	e						iv.						-		
Third Holder Name	8											4.			

To,

Fair Intermediate Investment Pvt. Ltd. 2nd Floor Shukla Palace Sapru Marg, Lucknow 226 001.

D.P. I.D. 12039800

SEBI Reg. No.: IN-DP-CDSL-306-2005

Dear Sir/ Madam.

I/We hereby state that : (Select one of the options given below)

OPTION 1:

I/We require you to issue Delivery Instruction Slip (DIS) booklet to me/us immediately on opening my/our CDSL account though I/we have issue a Power of Attorney (POA) in favor of **M/S Fair Intermediate Investment Pvt. Ltd.** For executing instructions for settling stock exchange trades effected through such Clearing Member.

Thanking you, Yours faithfully,

	First/Sole Holder	Second Holder	Third Holder
Name			
Signature			¥*

=====(Please Tear here)========

OR

OPITION 2:

I/We do not require the Delivery Instruction Slip (DIS) for the time being, since I/we have issued a POA in favor of Fair Intermediate Investment Pvt. Ltd. For executing delivery instructions for settling stock exchange trades effected through such Clearing Member, However, the Delivery Instruction Slip (DIS) booklet should be issued to me/us immediately on my/our request at any later date.

Thanking you, Yours faithfully,

	First/Sole Holder	Second Holder	Third Holder
Name		See See and the see	42 grant 1 4 2 4 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7
Signature			
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=====(Please Tear here)=======

Received Option Form for Issue/Non-Issue of DIS Booklet From:

DP ID	1	2	0	3	9	8	0	0	Client ID	0	0					
First Holder Name	L2.I							17	ļ.				1.5			
Second Holder Name							12	7.				10 = 15		William.		
Third Holder Name						7.			1 1				ent :	Train.	725 7.52	

For: Fair Intermediate Investment Pvt. Ltd.





Regd. Office: 2nd Floor Shukla Palace Sapru Marg, Lucknow 226 001 Ph. 0522-4052802, 4052806, 4052823, Fax:0522-4052820 E-mail:support@fairinvest.co.in, Visit us at: www.fairinvest.co.in

Name of Services	Contact Person	Tel. Nos. STD	Mob. Nos.	E-mail ID
Limits & Risk Management	Sunita Chauhan	0522-4052804	9305839181	sunita.chauhan@fairinvest
(Capital Market)				.co.in
Limits & Risk Management	Vichitra Srivastava	0522-4052803	9335290640	vichitra.srivastava@fairinvest
(F&O and Commodity)				.co.in
Delivery Pay-in / Payout /	Rakesh Singh	0522-4052822	9335290740	settlement@fairinvest.co.in
Dividends, Demat Charges	Anubhav Rastogi		Ē	
Payout Cheque	Anurag Sharma	0522-4052802	9307772224	anurag.sharma@fairinvest.co.in
CDSL DP Charges, Brokerage	Kuldeep Trivedi	0522-4052823	9335906871	kuldeep.trivedi@fairinvest.co.in
Slabs, Margin Related Queries				dp.fair@fairinvest.co.in
DIS, POA, Dematerialization	Najeer Hasan	0522-4052825	9307774449	najeer.hasan@fairinvest.co.in
Client Account Opening (KYC)	Avadhesh Singh	0522-4052824		kyc@fairinvest.co.in
	7 - 2	0522-4052826		
Head Accountant	Hariom Rastogi	0522-4052806	9335814886	hariom.rastogi@fairinvest.co.in
Account & Brokerage sharing related queries	Manoj Agarwal	0522-4052816	9839442410	accounts@fairinvest.co.in
Compliance ,Sub-broker		0522-4052806		compliance@fairinvest.co.in
Registration, Visiting Cards, Boards	13: 414	0522-4052807		
Network, E-mail, ODIN, Browser	Amit Agarwal	0522-4052811	9335290644	amit.agarwal@fairinvest.co.in
Application to Acer Back Office	1 e 20 le 1	ar in the second		
Contract Notes & Bills Dispatch	Naushad Khan	0522-4052800	9389951392	hazratganj_lko@fairinvest.co.in
	C.P. Yadav	0522-4052801		
IPO, Mutual Fund	Sameer Pandey	0522-4052813	9335290744	ipo@fairinvest.co.in
Trading Head Office	Prince Singhania	0522-4052810	9532297080	trading@fairinvest.co.in
		0522-4052812		

OUR BRANCHES

Chowk Branch : C-5, Kusum Deep Complex Chowk, Lucknow Ph. No. 4040533 Gomti Nagar Branch : 1/6, Vivek Khand, Gomti Nagar, Lucknow Ph. No. 4040537

Kapoorthala Brancn : UGF-47, Sahara India Centre, Kapoorthala, Lucknow Ph. No. 4040531

號 FIIPL

ACKNOWLEDGMENT RECEIPT

FAIR INTERMEDIATE INVESTMENT PVT. LTD.

DP ID: 12039800

Regd. Office: 2nd Floor Shukla Palace Sapru Marg, Lucknow 226 001

Date:

I/We hereby acknowledge the receipt of the Account Opening Form:

Name of the Sole/First Holder Name of the Second Holder Name of the Third Holder Address

Your BO-ID No. and Trading code will be intimated to you shortly on acceptance. If you need any further clarification/information please feel free to call us.

Portfolio Advisors & A Full-Service Brokerage House For Equity, Derivatives & Commodities

Corporate Member:

Bombay Stock Exchange Ltd. (BSE)
National Stock Exchange of India Ltd. (NSE)
Depository Participant (CDSL)



FAIR INTERMEDIATE INVESTMENT PVT. LTD

Regd. Office:

2nd Floor, Shukla Palace, Sapru Marg, Lucknow - 226 001 Ph.: 0522-4052803, 4052806, 4052825 Fax: 0522-4052820

Visit us at : www.fairinvest.co.in E-mail: fair invest@rediffmail.com