

**ACCOUNT OPENING KIT**

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**DARASHAW & COMPANY PVT. LTD.**

Registered Office: 3, Rajesh Mansion, Dinshaw Vachha Road, Mumbai 400 020  
Corporate Office: 1205-06 Regent Chambers, 208 Nariman Point, Mumbai 400 021  
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**Name of stock broker/trading member/clearing member: Darashaw & Company Pvt. Ltd**

**SEBI Registration No. and date**

BSE SEBI Registration No. – INB010992230 Date: 31st December,1997 Member Code - 161  
INF 010992230 Date: 26<sup>th</sup> July,2000 Member Code - 161

NSE SEBI Registration No. – INB/INF 230992233 Date: 26th October, 2005  
Member Code – 09922  
INE 230992233 Date:-25<sup>th</sup> August, 2008 Member Code – 09922

**Clearing Member NSE F&O Segment:** Stock Holding Corporation of India Ltd Sebi Regn:  
INF231133036.Address: Stock Holding Corporation of India Ltd., Plot No: P-51,MIDC, Mahape,  
Navi Mumbai- 400701. Tel: 022 61778067 Fax: 022 61778070

**Clearing Member NSE CD Segment:** MF Global Sify Securities India Pvt Ltd Sebi Regn:  
INE231250334.Address : MF Global Sify Securities India Pvt Ltd., 2/F C Modern Centre,  
Mahalaxmi. Mumbai-400011.Tel: 022 23002999 Fax: 022 66626792

**Registered office address:** 1205-06, Regent Chambers,  
208, Nariman Point, Mumbai – 400021.  
Ph: 022 43022100 Fax: 022 43022299 Website: [www.darashaw.com](http://www.darashaw.com)

**Correspondence office address:** 1205-06, Regent Chambers,  
208, Nariman Point, Mumbai – 400021  
Ph: 022 43022100 Fax: 022 43022299 Website: [www.darashaw.com](http://www.darashaw.com)

**Compliance officer name, phone no. & email id:** Name- Bina Shah, Ph no- 022 43022333  
Fax No-022 43022366 Email Id- [bina-shah@darashaw.com](mailto:bina-shah@darashaw.com)

**CEO name, phone no. & email id:** CEO Name- Dara K. Mehta (Director)  
Ph No- 022 43022100 Email Id- [dara-mehta@darashaw.com](mailto:dara-mehta@darashaw.com)

For any grievance/dispute please contact Darashaw and company Private Limited at the above address or email id- [ashok-thakkar@darashaw.com](mailto:ashok-thakkar@darashaw.com) and Phone no. 022 43022138. In case not satisfied with the response, please contact the concerned exchange(s) at [ignse@nse.co.in](mailto:ignse@nse.co.in) and Phone no. 022 26598190 for NSE and [is@bseindia.com](mailto:is@bseindia.com) and Phone no. 022 22728097 for BSE.

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# MANDATORY DOCUMENTS



## INSTRUCTIONS FOR FILLING KYC FORM

### A.IMPORTANT POINTS:

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

### B. Exemptions/clarifications to PAN

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

1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the state of Sikkim.

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3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
4. SIP of Mutual Funds upto Rs 50, 000/- p.a.
5. In case of institutional clients, namely, FIIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

**C. List of people authorized to attest the documents:**

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

**# Signature of clients is required at the place marked with symbol ☞**

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## CHECK LIST FOR FILLING KYC FORM

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

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

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

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

1.  Passport /  Voters Identity Card /  Ration Card /  Registered Lease or Sale Agreement of Residence /  Driving License /  Flat Maintenance bill /  Insurance Copy
2.  Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old
3.  Bank Account Statement/Passbook -- Not more than 3 months old.
4.  Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5.  Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
6.  Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7.  For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
8.  The proof of address in the name of the spouse may be accepted.

C.  Copy of cancelled cheque leaf/  Pass book/  Bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.

D.  Demat master  Recent holding statement issued by DP bearing name of the client.

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

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

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

**Note :**

**For Individuals**

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

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**In case of Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & POA, as mentioned below:**

Types of Entity	Documentary Requirements
<b>Corporate</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li><input type="checkbox"/> Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year).</li> <li><input type="checkbox"/> Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.</li> <li><input type="checkbox"/> Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly.</li> <li><input type="checkbox"/> Copies of the Memorandum and Articles of Association and certificate of incorporation.</li> <li><input type="checkbox"/> Copy of the Board Resolution for investment in securities market.</li> <li><input type="checkbox"/> Authorised signatories list with specimen signatures.</li> </ul>
<b>Partnership Firm</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li><input type="checkbox"/> Certificate of registration (for registered partnership firms only)</li> <li><input type="checkbox"/> Copy of partnership deed.</li> <li><input type="checkbox"/> Authorised signatories list with specimen signatures</li> <li><input type="checkbox"/> Photograph, POI, POA, PAN of Partners.</li> </ul>
<b>Trust</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li><input type="checkbox"/> Certificate of registration (for registered trust only)</li> <li><input type="checkbox"/> Copy of Trust deed</li> <li><input type="checkbox"/> List of trustees certified by managing trustees/CA</li> <li><input type="checkbox"/> Photograph, POI, POA, PAN of Trustees</li> </ul>

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<b>HUF</b>	<input type="checkbox"/> PAN of HUF <input type="checkbox"/> Deed of declaration of HUF/ List of coparceners <input type="checkbox"/> Bank pass-book/bank statement in the name of HUF <input type="checkbox"/> Photograph, POI, POA, PAN of Karta
<b>Unincorporated association or a body of individuals</b>	<input type="checkbox"/> Proof of Existence/Constitution document <input type="checkbox"/> Resolution of the managing body & Power of Attorney granted to transact business on its behalf <input type="checkbox"/> Authorized signatories list with specimen signatures
<b>Banks/Institutional Investors</b>	<input type="checkbox"/> Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years <input type="checkbox"/> Authorized signatories list with specimen signatures
<b>Foreign Institutional Investors(FII)</b>	<input type="checkbox"/> Copy of SEBI registration certificate <input type="checkbox"/> Authorized signatories list with specimen signatures
<b>Army/Government Bodies</b>	<input type="checkbox"/> Self-certification on letterhead <input type="checkbox"/> Authorized signatories list with specimen signatures
<b>Registered Society</b>	<input type="checkbox"/> Copy of Registration Certificate under Societies Registration Act <input type="checkbox"/> List of Managing Committee members <input type="checkbox"/> Committee resolution for persons authorised to act as authorised signatories with specimen signatures <input type="checkbox"/> True copy of Society Rules and Bye Laws certified by the Chairman/Secretary

**Note :**  
**For Non-Individuals**

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

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**KNOW YOUR CLIENT (KYC) APPLICATION FORM**

Please fill this form in ENGLISH and in BLOCK LETTERS. **For Individuals**

Please affix your recent passport size photograph and sign across it

**A.IDENTITY DETAILS**

1. Name of the Applicant: \_\_\_\_\_

2. Father's/ Spouse Name: \_\_\_\_\_

3. a. Gender: Male/Female \_\_\_\_\_ b. Marital Status: Single/Married \_\_\_\_\_

c.Date of Birth: \_\_\_\_\_  
(dd/mm/yyyy)

4. a. Nationality: \_\_\_\_\_

b.Status:  Resident Individual/  Non Resident /  Foreign National

5. a.PAN: \_\_\_\_\_

b. Unique Identification Number (UID)/ Aadhaar, if any: \_\_\_\_\_

6. Specify the proof of Identity submitted: \_\_\_\_\_

**B.ADDRESS DETAILS**

1. Address for correspondence: \_\_\_\_\_

City/town/village: \_\_\_\_\_ Pin Code: \_\_\_\_\_ State: \_\_\_\_\_

Country: \_\_\_\_\_

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2. Contact Details: Tel. (Off.) \_\_\_\_\_ Tel. (Res.) \_\_\_\_\_  
Mobile No.: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email id: \_\_\_\_\_

3. Specify the proof of address submitted for correspondence address: \_\_\_\_\_

4. Permanent Address (if different from above or overseas address, mandatory for Non-Resident Applicant): \_\_\_\_\_

City/town/village: \_\_\_\_\_ Pin Code: \_\_\_\_\_ State: \_\_\_\_\_

Country: \_\_\_\_\_

5. Specify the proof of address submitted for permanent address: \_\_\_\_\_

**C. OTHER DETAILS**

1. Gross Annual Income Details (please specify):

Income Range (Per Annum): (Tick where applicable)

- Below Rs. 1 Lacs
- Rs. 1 Lacs to Rs. 5 Lacs
- Rs. 5 Lacs to Rs. 10 Lacs
- Rs. 10 Lacs to Rs. 25 Lacs
- Above Rs. 25 Lacs

Net-worth as on (date) \_\_\_\_\_ (Rs \_\_\_\_\_)

(Net worth should not be older than 1 year)

2. Occupation (please tick any one and give brief details):  Private Sector/  Public Sector/

Government Service/  Business/  Professional/  Agriculturist/  Retired/  Housewife/

Student/  Others

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Name of Employer: \_\_\_\_\_

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

City: \_\_\_\_\_

Pin Code: \_\_\_\_\_

State: \_\_\_\_\_ Country: \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax No \_\_\_\_\_

3. Please tick, if applicable:  Politically Exposed Person (PEP)/  Related to a Politically Exposed Person (PEP)

4. Any other information: \_\_\_\_\_

\_\_\_\_\_

### DECLARATION

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

☞

\_\_\_\_\_

**Signature of the Applicant**

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

**(dd/mm/yyyy)**

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**FOR OFFICE USE ONLY**

(Originals verified) True copies of documents received

(Self-Attested) Self Certified Document copies received

(**x** \_\_\_\_\_)  
Signature of the Authorised Signatory

Date \_\_\_\_\_

Seal/Stamp of the intermediary

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**KNOW YOUR CLIENT (KYC) APPLICATION FORM**

**Please fill this form in ENGLISH and in BLOCK LETTERS. For Non Individuals**

Please Affix  
the recent  
Passport  
Size  
Photograph  
and sign  
across it.

**A.IDENTITY DETAILS**

1. Name of the Applicant: \_\_\_\_\_

2. Date of Incorporation: \_\_\_\_\_ & Place of incorporation: \_\_\_\_\_  
(dd/mm/yyyy)

3. Date of commencement of business: \_\_\_\_\_  
(dd/mm/yyyy)

4. a.PAN: \_\_\_\_\_

b. Registration No. (e.g. CIN): \_\_\_\_\_

5. Status (please tick any one):

- Private Limited Co./  Public Ltd. Co./  Body Corporate/  Partnership/  Trust/
- Charities/  NGO's/  FI/  FII/  HUF/  AOP/  Bank/  Government Body/
- Non-Government Organization/  Defense Establishment/  BOI/  Society/  LLP/
- Others (please specify) \_\_\_\_\_

**B.ADDRESS DETAILS**

1. Address for correspondence: \_\_\_\_\_

City/town/village: \_\_\_\_\_ Pin Code: \_\_\_\_\_ State: \_\_\_\_\_

Country: \_\_\_\_\_

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2. Contact Details: Tel. (Off.) \_\_\_\_\_ Tel. (off.) \_\_\_\_\_

Mobile No.: \_\_\_\_\_ Fax: \_\_\_\_\_

Email id: \_\_\_\_\_

3. Specify the proof of address submitted for correspondence address: \_\_\_\_\_

4. Registered Address (If different from above): \_\_\_\_\_

City/town/village: \_\_\_\_\_ Pin Code: \_\_\_\_\_ State: \_\_\_\_\_

Country: \_\_\_\_\_

5. Specify the proof of address submitted for registered address: \_\_\_\_\_

**C.OTHER DETAILS**

1. Gross Annual Income Details (please specify):

Income Range (Per Annum): (Tick where applicable)

- Below Rs. 1 Lacs
- Rs. 1 Lacs to Rs. 5 Lacs
- Rs. 5 Lacs to Rs. 10 Lacs
- Rs. 10 Lacs to Rs. 25 Lacs
- Rs. 25 Lacs to Rs. 1 Crore
- Above Rs. 1 Crore

2. Net-worth as on (date) \_\_\_\_\_ (Rs \_\_\_\_\_)

(Net worth should not be older than 1 year)

3. Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees and whole time directors:-Please provide details on Annexure-A attached.

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4. DIN/UID of Promoters/Partners/Karta and whole time directors:

\_\_\_\_\_

5. Please tick, if applicable, for any of your authorized signatories/Promoters/ Partners/Karta/ Trustees/whole time directors:  Politically Exposed Person (PEP)/  Related to a politically Exposed Person(PEP)\_\_\_\_\_

6. Any other information: \_\_\_\_\_

\_\_\_\_\_

### DECLARATION

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

\_\_\_\_\_

**Name & Signature of the Authorised Signatory**

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

**(dd/mm/yyyy)**

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**FOR OFFICE USE ONLY**

- (Originals verified) True copies of documents received
  
- (Self-Attested) Self Certified Document copies received

(**x** \_\_\_\_\_)  
Signature of the Authorised Signatory

Date \_\_\_\_\_

**Seal/Stamp of the intermediary**

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**Annexure-A**

Details & Photograph of Promoters/Partners/Karta/Trustees and whole time directors:-

Name		Sign across the photograph excluding face
Residential Address		
Income Tax PAN No.		

Name		Sign across the photograph excluding face
Residential Address		
Income Tax PAN No.		

Name		Sign across the photograph excluding face
Residential Address		
Income Tax PAN No.		

Name		Sign across the photograph excluding face
Residential Address		
Income Tax PAN No.		

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**TRADING ACCOUNT RELATED DETAILS**

**For Individuals & Non-individuals**

**A. BANK ACCOUNT(S) DETAILS**

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

**B. DEPOSITORY ACCOUNT(S) DETAILS**

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

**C. TRADING PREFERENCES**

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

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Exchanges	Segments	
<b>Bombay Stock Exchange</b>	Cash	☞
	F&O	☞
	Currency Derivative	☞
<b>National Stock Exchange of India Limited</b>	Cash	☞
	F&O	☞
	Currency Derivative	☞

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

**D.PAST ACTIONS**

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

\_\_\_\_\_

**E. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS**

- If client is dealing through the sub-broker, provide the following details:

1. Sub-broker’s Name: \_\_\_\_\_

2. SEBI Registration number: \_\_\_\_\_

**DARASHAW & COMPANY PVT. LTD.**

Registered Office: 3, Rajesh Mansion, Dinshaw Vachha Road, Mumbai 400 020  
 Corporate Office: 1205-06 Regent Chambers, 208 Nariman Point, Mumbai 400 021  
 Tel no: +91 43022100 Fax no: +91 43022299



3. Registered office address: \_\_\_\_\_  
\_\_\_\_\_

4. Ph: \_\_\_\_\_ 5. Fax: \_\_\_\_\_

6. Website: \_\_\_\_\_

- Whether dealing with any other stock broker/sub-broker (if case dealing with multiple stock brokers/sub-brokers, provide details of all)

1. Name of stock broker: \_\_\_\_\_

2. Name of Sub-Broker, if any: \_\_\_\_\_

3. Client Code: \_\_\_\_\_ 4. Exchange: \_\_\_\_\_

5. Details of disputes/dues pending from/to such stock broker/sub- broker: \_\_\_\_\_  
\_\_\_\_\_

**F. ADDITIONAL DETAILS**

- Whether you wish to receive physical contract note or Electronic Contract Note (ECN)

(Please specify): \_\_\_\_\_

Specify your Email id, if applicable: \_\_\_\_\_

- Whether you wish to avail of the facility of internet trading/ wireless technology (please specify): \_\_\_\_\_

- Number of years of Investment/Trading Experience: \_\_\_\_\_

- In case of non-individuals, name, designation, PAN, UID, signature, residential address and photographs of persons authorized to deal in securities on behalf of company/firm/ others:

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Corporate Office: 1205-06 Regent Chambers, 208 Nariman Point, Mumbai 400 021  
Tel no: +91 43022100 Fax no: +91 43022299



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

Designation: \_\_\_\_\_

PAN: \_\_\_\_\_

UID: \_\_\_\_\_

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

\_\_\_\_\_

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

Photograph Attached:  YES/  NO

▪ Any other information: \_\_\_\_\_

\_\_\_\_\_

**G. INTRODUCER DETAILS (optional)**

Name of the Introducer: \_\_\_\_\_

(Surname)

(Name)

(Middle Name)

Status of the Introducer: Sub-broker/Remisier/Authorized Person/Existing Client/Others, please

specify \_\_\_\_\_

Address and phone no. of the Introducer: \_\_\_\_\_

\_\_\_\_\_

Signature of the Introducer:  \_\_\_\_\_

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**H. NOMINATION DETAILS** (for individuals only)

I/We do not wish to nominate

I/We wish to nominate

1. Name of the Nominee: \_\_\_\_\_
  2. Relationship with the Nominee: \_\_\_\_\_
  3. PAN of Nominee: \_\_\_\_\_
  4. Date of Birth of Nominee: \_\_\_\_\_
  5. Address and phone no. of the Nominee: \_\_\_\_\_
- 

**If Nominee is a minor, details of guardian:**

1. Name of guardian: \_\_\_\_\_
  2. Address and phone no. of Guardian: \_\_\_\_\_
- 

Signature of guardian ✕ \_\_\_\_\_

**WITNESSES** (Only applicable in case the account holder has made nomination)


Name _____	Name _____
Signature ✕ _____	Signature ✕ _____
Address _____	Address _____
_____	_____

**DECLARATION**

1. I/we hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.
2. I/We confirm having read/been explained and understood the contents of the document on policy and procedures of the stock broker and the tariff sheet.
3. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s) and 'Risk Disclosure Document'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on stock broker's designated website, if any.

Place \_\_\_\_\_

Date \_\_\_\_\_

( \_\_\_\_\_)  
Signature of Client/ (all) Authorized Signatory (ies)

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Tel no: +91 43022100 Fax no: +91 43022299



**FOR OFFICE USE ONLY**

UCC Code allotted to the Client: \_\_\_\_\_

	Documents verified with Originals	Client Interviewed By	In-Person Verification done by
Name of the Employee			
Employee Code			
Designation of the employee			
Date			
Signature			

I / We undertake that we have made the client aware of 'Policy and Procedures', tariff sheet and all the non -mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the 'Policy and Procedures', tariff sheet and all the non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website, if any, for the information of the clients

✖ \_\_\_\_\_

Signature of the Authorised Signatory

Date \_\_\_\_\_

Seal/Stamp of the stock broker

**DARASHAW & COMPANY PVT. LTD.**

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 Tel no: +91 43022100 Fax no: +91 43022299

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

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

**CLIENT INFORMATION**

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

## **MARGINS**

11. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.

12. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

## **TRANSACTIONS AND SETTLEMENTS**

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

14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is executed.

15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Bye-laws, circulars and notices of Exchange.

16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).

17. The transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/notices issued thereunder.

## **BROKERAGE**

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

## **LIQUIDATION AND CLOSE OUT OF POSITION**

19. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the client understands that the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.

20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/securities in favor of a Nominee shall be valid discharge by the stock broker against the legal heir.

21. The stock broker shall bring to the notice of the relevant Exchange the information about default in payment/delivery and related aspects by a client. In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of Director(s)/Promoter(s)/Partner(s)/Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

## **DISPUTE RESOLUTION**

22. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.

23. The stock broker shall co-operate in redressing grievances of the client in respect of all transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc.

24. The client and the stock broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Regulations of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.

25. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.

26. The client/stock-broker understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/stock-broker shall be binding on the client/stock-broker in accordance with the letter authorizing the said representative to deal on behalf of the said client/stock-broker.

## **TERMINATION OF RELATIONSHIP**

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

28. The stock broker, sub-broker and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.

29. In the event of demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or/withdrawal of recognition of the sub-broker by the stock exchange and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the 'Rights and Obligations' document(s) governing the stock broker, sub-broker and client shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

#### **ADDITIONAL RIGHTS AND OBLIGATIONS**

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.

31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.

32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.

33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.

34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.

35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status

(available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.

36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

### **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 has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.

38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.

39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.

40. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.

41. 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.

42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

### **LAW AND JURISDICTION**

43. In addition to the specific rights set out in this document, the stock broker, sub-broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye -laws and Regulations of the Exchanges in which the client chooses

to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.

44. 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.

45. 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.

46. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges/SEBI.

47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/notices/circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.

48. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

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

1. Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet based trading/securities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
2. The client is desirous of investing/trading in securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The Stock broker shall provide the Stock broker’s IBT Service to the Client, and the Client shall avail of the Stock broker’s IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Stock broker’s IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/internet/smart order routing or any other technology should be brought to the notice of the client by the stock broker.
4. The stock broker shall make the client aware that the Stock Broker’s IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Stock broker’s IBT System using the Client’s Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/securities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the stock broker
6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flaw in Stock Broker’s IBT System, discovers/suspects discrepancies/unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/securities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client’s Username/password in any manner whatsoever.
8. The stock broker shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/trade confirmation on the device of the client.
9. The client is aware that trading over the internet involves many uncertain factors and complex

hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Stock broker and the Exchange do not make any representation or warranty that the Stock broker's IBT Service will be available to the Client at all times without any interruption.

10. The Client shall not have any claim against the Exchange or the Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stock brokers/Exchange end for any reason beyond the control of the stock broker/Exchanges.

## **RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS**

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

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

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

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

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

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

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

### **1. BASIC RISKS:**

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

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

## **1.2 Risk of Lower Liquidity:**

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

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

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

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

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

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

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

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

1.4.3 A stop loss order is generally placed "away" from the current price of a stock / derivatives contract, and such order gets activated if and when the security / derivatives contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy

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

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

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

### **1.6 Risk of Rumors:**

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

### **1.7 System Risk:**

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

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

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

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

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

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

## **2.1 Effect of "Leverage" or "Gearing":**

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

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

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

B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.

C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

## **2.2 Currency specific risks:**

1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.

3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

### **2.3 Risk of Option holders:**

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

### **2.4 Risks of Option Writers:**

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

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

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

### **4. GENERAL**

4.1 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a stock broker for the purpose of acquiring and/or selling of securities / derivatives contracts through the mechanism provided by the Exchanges.

4.2 The term 'stock broker' shall mean and include a stock broker, a broker or a stock broker, who has been admitted as such by the Exchanges and who holds a registration certificate from SEBI.

**GUIDANCE NOTE - DO's AND DON'Ts FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS**

<b>Before you Begin to Trade</b>
<p>1. Ensure that you deal with and through only SEBI registered intermediaries. You may check their SEBI Registration certificate Number from the list available on the Stock exchanges <a href="http://www.exchange.com">www.exchange.com</a> and SEBI website <a href="http://www.sebi.gov.in">www.sebi.gov.in</a>.</p> <p>2. Ensure that you fill the KYC form completely and strike off the blank fields in the KYC form.</p> <p>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.</p> <p>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.</p> <p>5. Get a clear idea about all brokerage, commissions, fees and other charges levied by the broker on you for trading and the relevant provisions/ guidelines specified by SEBI/Stock exchanges.</p> <p>6. Obtain a copy of all the documents executed by you from the stock broker free of charge.</p> <p>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.</p>
<b>Transactions and Settlements</b>
<p>8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.</p> <p>9. Don't share your internet trading account's password with anyone.</p> <p>10. Don't make any payment in cash to the stock broker.</p> <p>11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-. 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.</p> <p>12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.</p> <p>13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day</p>

from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:

a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.

b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.

c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.

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

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

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

#### **In Case of Termination of Trading Membership**

16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges give 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.



## **Mandatory Policies and Procedures**

**(Reference para 8 of Sebi Circular no. MIRSD/SE/CIR-19/2009 Dated 03/12/09)**

**i) Refusal of Orders for Penny/illiquid securities:**

Darashaw shall from time to time classify a list of securities which are illiquid / penny based on internal criteria and/or client may refer the list of illiquid securities notified on periodic basis by respective Stock Exchanges. Darashaw reserves the right to refuse execution of any transaction requests of the Client on such illiquid securities or to reduce the open market interests of the Client in such securities from time to time.

**ii) Setting up of Exposure limits:**

Darashaw would set the exposure / trading limits to the Client based on the margin lying to the credit of the client in the form of funds / securities / FDR / bank guarantee. In setting exposure limits for the Clients following points to be considered:

Client's risk profile, risk appetite, loss bearing capacity, payment history, market volatility, risk management policy of Darashaw and such other factors or conditions which Darashaw may consider relevant for the said purpose from time to time. Darashaw reserves liberty to vary the trading / exposure limits of the Client depending upon its risk assessment from time to time having regard to the changes in any of the factors or market conditions bearing on the risk profile of the Client.

**iii) Applicable Brokerage Rate:**

Darashaw shall levy brokerage on clientele transactions as per the brokerage slabs mutually agreed with the client in writing in the Client Registration Form subject to the maximum rate prescribed by the Stock Exchanges / SEBI from time to time.

**iv) Imposition of Penalty / Delayed payment charges to client:**

Imposition of Penalty & Delay payment charges to clients will be decided on case to case basis by the management.

**v) Right of Broker to sell off client securities:**

In the event of the Client failing to maintain / supply applicable margin money required to sustain the outstanding market positions, Darashaw shall be entitled, at its option and liberty, to liquidate / close out all outstanding market positions or any part thereof such that the outstanding market positions are either zeroed out or reduced to an extent where available margin covers the market positions remaining after such square off. Darashaw may also sell off all or any securities of the Client lying with Darashaw as collateral or otherwise, for any amounts due by the Client and adjust the proceeds of such liquidation / close out against the client's liabilities / obligations to Darashaw. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client. Such liquidation/ close out will be done after giving three reminders/ notice to the client. Client shall keep and hold Darashaw indemnified and harmless from any loss arising out of such closing out / squaring off.

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**vi) Shortage in obligations arising out of Internal Netting of trades:**

If the client has short delivered any securities against his/her/its pay-in obligation which resulted in internal shortage i.e. resulting in failure of delivery of securities to another client of Darashaw who purchased the securities, then the system of self- auction for internal position between two clients will take place for BSE membership. In case of any internal netting in NSE, close out price will be higher of the trade day's closing rate or 5% above the closing price on settlement (Payin Payout) day or such other rate as may be revised by Darashaw from time to time. The close out value which will be arrived after taking into account the close out price as mentioned above, will be charged to seller & then the same will be passed on to the buyer. The same rule of close out shall be applicable if the securities could not be auctioned in the market (self-auction) in BSE membership.

**vii) Conditions wherein client may not be allowed to take further position / existing position will be closed:**

Darashaw reserves the right to restrict or refuse execution of any orders for transaction in any scrip if transaction in such scrip is not in accordance with its internal policy or penny /Illiquid securities and/or the directives and guidelines of the Exchanges / Regulators issued from time to time. Darashaw may impose trade restrictions on any scrip having regard in particular to any one or more of the following factors viz. i) market volatility, ii) price sensitive announcements relating to any scrip, iii) restrictions on trade volume imposed by the Exchange concerned, iv) political instability in the country, v) external aggression or internal rebellion, vi) default by the Client to maintain applicable collateral / margin or to make payment of dues, vii) client exceeded its eligible exposure, viii) account is closed or suspended or such other factors influencing the securities market, ix) Client providing funds/ securities from third party account in case of purchase/sale.

**viii) Temporarily suspending or closing a Client's Account at the client's request:**

The Client shall request in writing to Darashaw for suspension of transactions in Client's account and Darashaw may on receipt of such request suspend transactions in the account. The Client shall ensure pay in of funds and securities in respect of all transactions pending to be settled on or before the respective settlement date(s) and shall compulsorily square off all open derivative positions, failing which Darashaw without further reference to the Client shall square off all open derivative positions prior to suspending the account. Account of the Client shall, if suspended, remain so suspended until such time as the Client's request in writing for reactivation of the account is not received by Darashaw.

**ix) Deregistering a Client's Account:**

Darashaw reserves the right to deregister the client in the event of any breach of the terms of the member client agreement or in the event of violation of any Rules, Bye-Laws, Regulations of SEBI or the Stock Exchange or of the provisions of any law for the time being in force governing dealings in the securities market without prior notice or on the directions of SEBI / the Exchanges. All rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to deregistration of the Client shall continue to subsist and vest in / be binding on the respective parties or his/her/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.

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Darashaw has formulated a set of Policies and Procedures as given above which are to govern all the trades and other transactions of the Client on the Exchange. The said Policies and Procedures form an integral part of Member Client Agreement. Darashaw reserves the right to vary, alter, modify or revise the said Policies and Procedures in keeping with the applicable Rules, Bye-Laws and Regulations governing the stock market. Darashaw declares that it has brought the contents of the said Policies and Procedures to the notice of the client and the Client declares that he/she/it has read and understood the said Policies and Procedures and agrees and undertakes to be bound by the same or as may be varied, altered, modified or revised by Darashaw from time to time.

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

Name of the Client: \_\_\_\_\_

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**TARIFF SHEET**

Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s)

<b>Brokerage</b>	<b>(Percentage)</b>
<b>SEGMENT</b>	
CM	
F&O	
Currency Derivative	

**Following tariff /Charges are  Inclusive/  Exclusive in brokerage:-**

**CM SEGMENT**

1. Transaction Charges
2. Service Tax on transaction Charges
3. Stamp Duty(Delivery & Square off)
4. Sebi Fees

**F& O Segment/Currency Derivative Segment**

1. Transaction Charges
2. Service Tax on transaction Charges
3. Stamp Duty(Delivery & Square off)
4. Sebi Fees
5. Clearing member service charges
6. Service Tax on Clearing member service charges

**Securities Transaction Tax (Delivery & Square off) charge separately.**

**Client Signature:** \_\_\_\_\_

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

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# NON- MANDATORY DOCUMENTS

**Voluntary**  
**ANNEXURE V-1**

**Darashaw Group Of Companies.**

**SUB: SEBI Circular No. SEBI/MRD/SE Cir-42 / 2003 dated 19 Nov 2003**  
**Regarding disclosure of proprietary trading by broker to client.**

Dear Sir,

We would like to draw your attention to the above-mentioned SEBI circular. As per the circular, brokers are required to disclose to their Clients whether, they undertake proprietary trading along with regular client based business.

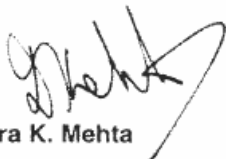
As you are aware, Darashaw is one of the largest distributors and brokers of debt products in the country on a semi-institutional/institutional basis. All distribution/proprietary trades undertaken by the Darashaw Group Companies namely; **Darashaw & Co. Pvt. Ltd.(Member: BSE, NSE), Darashaw Securities Pvt. Ltd ( Member: NSE) and Baman K Mehta & Co. (Member: VSE)** are done under the auspices of the respective stock exchange. In case of principal-to-principal transactions, we issue a valid Form B contract note and for trades on behalf of clients Darashaw issues a Form A contract note.

Darashaw has always kept its clients informed about proprietary trades and this communication is merely to re-intimate you as per SEBI directives.

Assuring you of the best of our services at all times.

I remain

Very truly yours,



**Dara K. Mehta**  
**Director.**

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

# **DARASHAW**

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ALL ABOUT TRUST

## **VOLUNTARY**

### **ANNEXURE V-2**

#### **INVESTOR EDUCATION ON ANTI MONEY LAUNDERING** (SEBI CIRCULAR ON ANTI MONEY LAUNDERING- ISD/AML/CIR-1/2010 February 12, 2010)

**Dear Sir/Madam,**

As per Exchange Circular No. 453 dated 17/02/2010, download Ref. No: NSE/INVG/14117, there are certain area relating to Anti Money Laundering, that intermediary ( Stock Broker ) needs to highlight and educate the clients for better transparency between the Clients and Stock Brokers and regulator requirements.

The points/ area covered as under is just an outline of the Topic and reference to the Circular mentioned above would give a better understanding.

Points covered:

- 1. PMLA Act & Anti Money Laundering Standards**
- 2. Client Due Diligence (CDD)**
- 3. Client of Special Category**
- 4. Obligations of Securities Market Intermediaries under Prevention of Money Laundering Act, 2002.**

- 1. PMLA Act & Anti Money Laundering Standards:** The Prevention of Money Laundering Act, 2002 (PMLA) was brought into force with effect from 1st July 2005. according to the Act,

✚ Intermediaries shall have to maintain a record of all the transactions; the nature and such transactions include:

- a. All cash transactions of the value of more than Rs 10 lakhs or its equivalent in foreign currency.
- b. All series of cash transactions integrally connected to each other which have been valued below Rs 10 lakhs or its equivalent in foreign currency where such series of transactions take place within one calendar month.
- c. All suspicious transactions whether or not made in cash and including, inter-alia, credits or debits into from any non monetary account such as demat account, security account maintained by the registered intermediary.

It is mandated that intermediaries shall draft policies and procedure on to combat the money laundering activity to the extent possible on CDD, CSC and monitoring client transactions as explained here under:

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**2. Client Due Diligence (CDD): CDD forms a critical part of AML policy.**

Due diligence has to be done at the time acceptance of clients, identifying the clients, monitoring and Reporting especially Suspicious Transactions Reporting (STR). **There has to be proper transparency of information from the client's end as well as Stock Broker.**

**CDD measures are to be followed so as to:**

- Obtain sufficient information in order to identify persons who beneficially own or control the securities account
- Verify the client's identity using reliable, independent source documents, data or information;
- Conduct ongoing due diligence and scrutiny

**3. Client of Special Category: Below mentioned list is an illustrative list of CSC:**

- i. Non resident clients,
- ii. High net-worth clients,
- iii. Trust, Charities, NGOs and organizations receiving donations,
- iv. Companies having close family shareholdings or beneficial ownership,
- v. Politically exposed persons (PEP)
- vi. Companies offering foreign exchange offerings,
- vii. Clients in high risk countries
- viii. Non face to face clients,
- ix. Clients with dubious reputation.

**4. Obligations of securities market intermediaries under Prevention of Money Laundering Act, 2002:** Implementation of AML/CFT measures requires intermediaries to demand certain information from investors 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. This can sometimes lead to raising of questions by the client with regard to the motive and purpose of collecting such information. There is, therefore, a need for intermediaries to sensitize their clients about these requirements as the ones emanating from AML and CFT framework. Intermediaries should prepare specific literature/ pamphlets etc. so as to educate the client of the objectives of the AML/CFT Programme.

Thus this is just an attempt made by Darashaw & Co. Pvt Ltd to bring the key aspects of PMLA 2002, to your notice and fling some light on the key points of the Act.

**Signature of the Client:** \_\_\_\_\_

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# DARASHAW

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ALL ABOUT TRUST

## VOLUNTARY

### ANNEXURE V-3

#### DORMANT A/C POLICY AND PROCEDURE (FOR EQUITY SEGMENT)

Darashaw & Co. Pvt Ltd has formulated policies and procedure to be followed for inactive/dormant client. The policy broadly covers the aspects of time period, return of client assets and procedure for reactivation of account of the clients as stated here under:

#### **About Dormant Account:**

The trading account of the client is treated as dormant or inactive if the client does not trade for a period of Twelve months.

#### **Return of client assets for dormant clients:**

Darashaw shall return the assets (funds and securities) to the client, on request from the client to have a clear balance.

#### **Re-activation of Trading Account:**

The dormant account will be activated only after receiving request from the client to re-activate his accounts along with all the required formalities of KYC.

The re-activating of trading account will require the following details/documents:

1. Proof of identity.
2. Latest Proof of Address.
3. Latest Proof of Bank account.
4. Latest Proof of Demat statement.
5. Financial Details (Applicable for Derivatives Segment).

This document along with all other KYC documents is uploaded on the website of the company for your reference ([www.darashaw.com](http://www.darashaw.com)).

**Signature of the Client:** \_\_\_\_\_

#### **DARASHAW & COMPANY PVT. LTD.**

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**VOLUNTARY**

**ANNEXURE D-1**

Date:

To,  
**Darashaw & Company Pvt Ltd,**  
Registered Office:  
3, Rajesh Mansion,  
D. Vachha Road,  
Churchgate,  
Mumbai – 400020

Dear Sir/Madam,

**Sub: Authorisation for maintaining Running Account**


I have opened the client / constituent account with Darashaw & Company Pvt Ltd (herein referred to as “DCPL”) for trading / dealing in securities on Bombay Stock Exchange Ltd. (BSE) and / or National Stock Exchange of India Ltd (NSE). In respect of my dealing / account with you, I hereby request / instruct and authorize DCPL to do the following:

1. To maintain running account instead of settlement of my dues and/ or delivery of securities on a bill to bill basis.
2. To retain the securities received by DCPL from me or on my behalf from exchange (s) on payout or otherwise against my debit balance/dues/exposure/trading limits/open interest/various margin or for any other purpose as and when required by DCPL or as per any regulations of the BSE and/or NSE. Such retaining/ holding of securities shall be construed as due compliance of the requirement of exchange(s) and SEBI. Further, DCPL has the sole discretion and authority
  - (i) To use/transfer the above securities to the Clearing Corporation /clearing member / exchange(s) for the purpose of early pay-in /margin/additional base capital or for any other purpose;
  - (ii) To dispose/ sell the above securities to meet any monetary/other dues/ obligation(s) /not fulfilled by me towards DCPL/ the exchange(s).
3. To hold payout of funds/credit in my account and pay to me only to the extent demanded by me. To use/adjust the credit in my balance available from time to time in my account(s) for my exposure/trading limits/margin requirements or any dues.
4. To debit/credit/transfer the amounts, either on the same Exchange and /or between various segments of same exchange and/ or between the Exchanges across various segments to meet my debit balance or various dues payable to DCPL / Exchange.
5. To transfer credit balance from mark to market and or premium account to margin account and vice-versa.
6. I/we reserve the right to revoke this authorization at any time.

7. The authorization is valid until it is revoked by the client
8. Settlement of Funds/ Securities once every calendar Quarter / Month. (Tick Applicable /  
strikeout inapplicable)
9. For settlement of Running Accounts in respect of **derivative market transactions**, apart from  
margin liability as on the date of settlement, you may retain additional margins (maximum  
up-to 75% of margin requirement on the day of settlement) to take care of any margin  
obligation arising in next 5 days. And for settlement of Running Accounts in respect of **cash  
market transactions**, you may retain entire pay-in obligation of funds & securities due from  
me/us as on date of settlement or as allowed by exchange from time to time.
10. I/ We shall bring any dispute arising from the statement of account or settlement so made to  
your notice, preferably within 7 working days from the date of receipt of funds/securities or  
statement, as the case may be.

Thanking you,

Yours Faithfully,

**Clients Signature:**  \_\_\_\_\_

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

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



Thanking you.

Yours faithfully,

**Clients Signature:**  \_\_\_\_\_

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

**VOLUNTARY**

**ANNEXURE D-3**

Date:

To,  
**Darashaw & Company Pvt Ltd.**  
Registered Office:  
3, Rajesh Mansion,  
D. Vachha Road,  
Churchgate,  
Mumbai – 400020.

**Sub: Authorization on Orders and Trade Slips**

I am / we are given to understand by DCPL that as per present stock exchange regulation, it is required that a member seek order instructions from its constituents in writing. Further, the member is required to provide order confirmation, modification, cancellation, and trade confirmation slips to its constitute.

I/we hereby authorize DCPL to accept orders from me/ my authorize representative / us orally and through any other accepted mode of communications including emails, fax etc., and I/ we further confirm that receipt of confirmation sheet or oral confirmation from the office of DCPL at the end of every trading day or contracts and bills from DCPL would be sufficient for me / us towards the confirmation of my / our orders placed and trades executed thereof. I/we shall not be requiring the order and trades slips and also agree to inform DCPL on any discrepancy observed in the contracts and bills issued to me/us within 24 hours of their receipt or such extended time permitted by DCPL. I/we take into consideration the fact that DCPL agrees to provide me/us with suitable documents to my/our complete satisfaction, while addressing any discrepancy notified.

**Client Signature:** \_\_\_\_\_

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

**Sample Copy/Format of Board Resolution in case of the Corporate  
(To be obtained on pre-printed corporate letterhead)**

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

Resolved that the company do agree to open account with Darashaw & Co. Pvt.Ltd., Member of the National Stock Exchange of India Ltd. (NSE) and the Bombay Stock Exchange Ltd., (BSE) etc. for the purpose of dealing on Capital Market/Cash segment, Derivatives/Futures& Options/ Currency Derivatives segment or any other segment that may be introduced by BSE / NSE / Darashaw & Co. Pvt. Ltd., in future and the said Member be and is hereby authorized to honor instructions, oral / written or electronic, given on behalf of the company by any of the under noted authorized signatories:-

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

Who is/ are authorized to sell, purchase, transfer, endorse, negotiate documents and / or otherwise deal through Darashaw & Co. Pvt. Ltd., on behalf of the company.

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

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

For.....

Chairman/Company Secretary  
(Signature to be verified by the Banker)

Specimen Signature of the Authorized person.

Name..... Specimen Signature .....

(The above signatures to be attested by the person signing the resolution for account opening on behalf of the company)



## AML DECLARATION

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

### FINANCIAL STATUS AND OTHER DETAILS

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

##### 1<sup>st</sup> Year

Up to Rs 1 Lakhs  Rs 1 Lakhs to Rs 2 Lakhs  Rs 2 Lakhs to Rs 5 Lakhs  Rs 5 Lakhs to Rs 10 Lakhs  Rs 10 Lakhs to Rs 25 Lakhs  Rs 25 Lakhs to Rs 50 Lakhs  Rs 50 Lakhs to Rs 1 Crore  Rs 1 Crore and Above

##### 2<sup>nd</sup> Year

Up to Rs 1 Lakhs  Rs 1 Lakhs to Rs 2 Lakhs  Rs 2 Lakhs to Rs 5 Lakhs  Rs 5 Lakhs to Rs 10 Lakhs  Rs 10 Lakhs to Rs 25 Lakhs  Rs 25 Lakhs to Rs 50 Lakhs  Rs 50 Lakhs to Rs 1 Crore  Rs 1 Crore and Above

##### 3<sup>rd</sup> Year

Up to Rs 1 Lakhs  Rs 1 Lakhs to Rs 2 Lakhs  Rs 2 Lakhs to Rs 5 Lakhs  Rs 5 Lakhs to Rs 10 Lakhs  Rs 10 Lakhs to Rs 25 Lakhs  Rs 25 Lakhs to Rs 50 Lakhs  Rs 50 Lakhs to Rs 1 Crore  Rs 1 Crore and Above

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

Up to Rs 1 Lakhs  Rs 1 Lakhs to Rs 2 Lakhs  Rs 2 Lakhs to Rs 5 Lakhs  Rs 5 Lakhs to Rs 10 Lakhs  Rs 10 Lakhs to Rs 25 Lakhs  Rs 25 Lakhs to Rs 50 Lakhs  Rs 50 Lakhs to Rs 1 Crore  Rs 1 Crore and Above

#### c. Please tick mark the additional applicable category to you

- Non resident client
- High Net worth Client (having annual Income + networth of more than Rs. 1 crore)
- Trust, Charities NGOs and organizations receiving donation
- Company having close family shareholding or beneficial ownership
- Civil Servant or family member or close relative of civil servant
- Bureaucrat or family member or close relative of bureaucrat
- Current or Former MP or MLA or MLC or their family member or close relative
- Politician or their family member or close relative
- Current or Former Head of state or of Governments or their
- Senior executives of state owned corporation or their family member or close relative
- Companies offering foreign exchange offerings
- None of the above

### DARASHAW & COMPANY PVT. LTD.

Registered Office: 3, Rajesh Mansion, Dinshaw Vachha Road, Mumbai 400 020  
Corporate Office: 1205-06 Regent Chambers, 208 Nariman Point, Mumbai 400 021  
Tel no: +91 43022100 Fax no: +91 43022299



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

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

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**VOLUNTARY**

**Opting for SMS and Email Alerts to Investors by Stock Exchanges**

I / We \_\_\_\_\_ having PAN \_\_\_\_\_ do hereby opting for the following facilities offered by Darashaw & Company Pvt Ltd. and/or Stock Exchanges:

- SMS
- Email
- SMS and Email Both

(Please tick the appropriate box / facility opted)

The following is my/our Mobile Number and / or Email Address:

Mobile No. \_\_\_\_\_,

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

I declare that mobile number \_\_\_\_\_ is in my name or in the name of my family member \_\_\_\_\_ (mention name and the relationship) having PAN \_\_\_\_\_.

Further, I declare that Email Address mentioned above is of my or in the name of my family member \_\_\_\_\_ (mention name and the relationship) having PAN \_\_\_\_\_.

In case of any changes in the above mentioned mobile number/ email address, I/we will inform you immediately in writing. This number / email address can be used for giving any information/alert/SMS.

**Signature of the Client:** \_\_\_\_\_

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

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

[Note: To be signed by client himself/herself and not by his/her attorney/authorized person etc.]

The following Family member's mobile number or email id is allowed to be incorporated: Self, Spouse, Dependent Children and Dependent Parents.

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