



Vivek Financial



KIT NO. _____

Client _____

Unique Client Code
(to be allotted by
Vivek Financial Focus Ltd.)

--	--	--	--	--	--	--	--

Sub-Broker _____



Client Registration Form

Vivek Financial Focus Ltd.

111, 112, Vishwa Sadan,
9, District Centre, Janakpuri
New Delhi - 110058
Ph : 41587999, 25537331 (Multiple Lines)
clientcare@vivekfinancial.com
www.vivekfinancial.com

Registered office:
112, Vishwa Sadan, 9, District Centre,
Janakpuri, New Delhi - 110058

CIN - U74899DL1995PLC064632
Trading Member : National Stock Exchange (NSE)
: Bombay Stock Exchange (BSE)

Depository Participant : NSDL



Vivek Financial

**Annexure-1
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S.NO.	Name of the Document	Brief Significance of the Document	Page No.
MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES			
1	Account Opening Form	A. KYC form - Document captures the basic information about the constituent and an instruction/check list	2,3,4
		B. Document captures the additional information about the constituent relevant to trading account and an instruction/check list.	6
		Trading account related details	8
		FATCA/ CRS Declaration / Self Certification For Individual	12
2	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s).	13
3	Rights and Obligations	Document stating the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	14
4	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	19
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6	Policies and Procedures	Document describing significant policies and procedures of the stock broker.	24
NON-MANDATORY DOCUMENTS			
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Name of Stock Broker /Trading Member/Clearing Member: Vivek Financial Focus Ltd.

SEBI Registration No. and date : Member : NSE, BSE, SEBI Registration No.: INZ 000276333

NSE INB230754134, Date : July 26, 1995 and INF230754134, Date : February 18, 2002, INE230754134, Date : May 6, 2013

BSE INB/F 010754134, Date : March 31, 2011

Registered Office Address: 112, Vishwa Sadan, 9, District Centre, Janak Puri, New Delhi - 110058

Ph: 25537331, 41587999 **Fax:** 25537335 **Website:** www.vivekfinancial.com

Correspondence Office Address: 111,112,Vishwa Sadan, 9, District Centre, Janak Puri, New Delhi - 110058

Ph: 25537331, 41587999 **Fax:** 25537335 **Website:** www.vivekfinancial.com

Compliance Officer Name: Mr. Arvind Jaswal, **Phone no.** 9312684771 **Email id:** compliance@vivekfinancial.com

CEO Name: Mr. Vivek Kakar, **Phone no.** 9810172198 **Email id:** vivek@vivekfinancial.com

DP - NSDL SEBI Registration No.: IN-DP-473-2020

DP ID: IN 300861, **DP NAME:** Vivek Financial Focus Ltd.

AMFI REGISTRATION No. ARN-19901

For any grievance/dispute please contact Vivek Financial Focus Ltd. at the above address or email id clientcare@vivekfinancial.com and phone no. 91-11-25537331. In case not satisfied with the response, please contact the concerned exchange(s) at ignse@nse.co.in/is@bseindia.com or Phone no. 02226598190/ 0222728097

Vivek Financial Focus Ltd.
111-112, Vishwa Sadan,
9 District Centre,
Janak Puri,
New Delhi - 110058

Date:

Sub.: Opening of Account

Dear Sir,

I, _____ R/o _____
_____ hereby confirm that I have opened the
following accounts with your company:

- Trading Account
- Depository Account
- KYC/ CKYC Documents

I confirm that all the particulars filled in the forms are true and correct and I have personally signed the forms.

I further confirm that all the supporting documents submitted along with these forms are true copies of the original and have been self attested by me.

(_____ Signature )

Signed in my presence

Signed

(_____)



4. Contact Details (All communications will be sent on provided Mobile no. / Email-ID) (Please refer instruction F at the end)

Email ID, Mobile, Tel. (Off), Tel. (Res) input fields

5. FATCA/CRS Information (Tick if Applicable) Residence for Tax Purposes in Jurisdiction (S) Outside India (Please refer instruction B at the end)

Additional Details Required*, Country of Jurisdiction of Residence, Country Code of Jurisdiction of Residence, Tax Identification Number or equivalent, Place / City of Birth*, Country of Birth*, Country Code as per ISO 3166

Address

Line 1*, Line 2, Line 3, District *, Zip / Post Code*, State / UT Code, as per Indian Motor Vehicle Act, 1988, State/UT*, Country*, Country Code as per ISO 3166

6. Details of Related Person (Optional) (Please refer instruction G at the end) (In case of additional related person Please fill 'Annexure B1')

Related Person, Deletion of Related Person, KYC Number of Related Person, Related Person Type*, Guardian of Minor, Assignee, Authorized Representative, Name* (Prefix, First Name, Middle Name, Last Name)

Proof of Identity [PoI] of Related Person* (Please see instruction (H) at the end) (Certified copy of any one of the following Proof of Identity [PoI] needs to be submitted)

A-Passport Number, B- Voter ID Card, C- PAN Card, D-Driving Licence, E-Aadhar Card, F-NREGA Job Card, Z-Others (any document notified by the central government), Identification Number, Passport Expiry Date, Driving Licence Expiry Date

7. Remarks (If any)

Remarks input area

8. Applicant Declaration

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it. I hereby declare that I am not making this application for the purpose of contravention of any Act, Rules, Regulations or any statute of legislation or any notifications/directions issued by any governmental or statutory authority from time to time. I/We hereby consent to receiving information from NDML KRA through SMS/Email on the above registered number/Email address.

Date, Place input fields

Signature box with signature icon

9. Attestation / For office Use Only

Signature / Thumb impression of Applicant

Documents Received Certified Copies

KYC Verification Carried Out by (Refer Instructional)

Institution Details

Date, Emp. Name, Emp. Code, Emp. Designation input fields for KYC verification

Name, Code, Emp. Branch input fields for Institution Details

In-Person Verification (IPV) Carried Out by (Refer Instruction J)

Institution Details

Date, Emp. Name, Emp. Code, Emp. Designation input fields for In-Person Verification

Name, Code, Emp. Branch input fields for Institution Details



Please fill this form in ENGLISH and in BLOCK LETTERS

A. IDENTITY DETAILS

- 1. Name of the Applicant _____
- 2. Date of incorporation: _____ (dd/mm/yyyy) & Place of incorporation: _____
- 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) _____

PHOTOGRAPH



Please affix your recent passport size photograph and sign across it

B. ADDRESS DETAILS

- 1. Address for correspondence: _____
 City/town/village: _____ Pin Code: _____ State: _____ Country: _____
- 2. Contact Details: Tel. (O) _____ Tel. (Res) _____
 Mobile No.: _____ 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: _____

C. OTHER DETAILS

- 1. Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees and whole time directors: _____
- 2. a) DIN of whole time directors: _____
 b) Aadhaar number of Promoters/ Partner/ Karta: _____

DECLARATION

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



Name & Signature of the Authorised Signatory _____ Date: _____ (dd/mm/yyyy)

FOR OFFICE USE ONLY

For Vivek Financial Focus Ltd. (Self-Attested) Self Certified Document copies received

Signature (.....)
Signature of the Authorised Signatory

Seal/Stamp of the intermediary
Date

DECLARATION FOR PROVIDING SMS/E-MAIL ALERTS AND OTHER REPORTS ON RELATIVES EMAIL/MOBILE

I hereby declare that the Mobile Number and/or Email ID given in the account opening form are of my relative. He/She already has a trading account with Vivek Financial Focus Limited under the below mentioned PAN or UCC.

"I request you to please accept his/her mobile number and/or E-mail ID for the purpose of sending SMS/email alerts /ECN and/or any other reports by the Stock Exchange/Depository/VFFL to me."

	First /Sole Holder	Second Holder	Third Holder
Relationship with the person whose Mobile /E-mail Id is provide	<input type="checkbox"/> Spouse <input type="checkbox"/> Dependent parent <input type="checkbox"/> Dependent child <input type="checkbox"/> Karta/Authorized Signatory	<input type="checkbox"/> Spouse <input type="checkbox"/> Dependent parent <input type="checkbox"/> Dependent child <input type="checkbox"/> Karta/Authorized Signatory	<input type="checkbox"/> Spouse <input type="checkbox"/> Dependent parent <input type="checkbox"/> Dependent child <input type="checkbox"/> Karta/Authorized Signatory
Bank Account(S)Details	<input type="checkbox"/> Spouse <input type="checkbox"/> Dependent parent <input type="checkbox"/> Dependent child <input type="checkbox"/> Karta/Authorized Signatory	<input type="checkbox"/> Spouse <input type="checkbox"/> Dependent parent <input type="checkbox"/> Dependent child <input type="checkbox"/> Karta/Authorized Signatory	<input type="checkbox"/> Spouse <input type="checkbox"/> Dependent parent <input type="checkbox"/> Dependent child <input type="checkbox"/> Karta/Authorized Signatory
PAN/UCC/Demat of relative			
Signature of Client			

DECLARATION FOR NAME MISMATCH

(To be filled if the name on documents is different)

This is bring to your notice that my name is spelt differently in my Identity Proof, Address Proof and Bank proof, Please find below the names as spelt in respective proofs:

Name as per PAN CARD _____

Name as per Address Proof _____

Name as per Bank Proof _____

I hereby confirm that all the said names belong to me. I hereby state and confirm that what is stated above is true and correct Information. I agree to indemnify and keep Vivek Financial Focus Ltd. at all times from and against all cost, charges, damages, penalties (including reasonable attorney fees) suffered and /or incurred by Vivek Financial Focus Ltd for any act done or omitted to be done on the above declaration.

 Signature of Clients

DECLARATION FOR SIGNATURE MISMATCH

(To be filled if the name on documents is different)

This is bring to your notice that my signature on PAN Card/Bank and account opening form are as follows:

Signature as per Bank

Signature as per Account Opening Form

Signature as per PAN Card

I hereby confirm that all the above signatures are mine. I hereby state and confirm that what is stated above is true and correct information.

I agree to indemnify and keep Vivek Financial Focus Ltd. indemnified at all times form and against all costs, charges, damages, penalties (including reasonable attorney fees) suffered and /or incurred by Vivek Financial Focus Ltd. for any act done or omitted to be done on the above declaration.

Name of the Applicant : _____



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. 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.

C. 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.

D. Exemptions/clarifications to PAN

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

1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.



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

E. 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.

F. 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

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



A. BANK ACCOUNT(S) DETAILS

For Individuals & Non-individuals

	Bank Name	Bank address	Bank account no.	Account Type: Saving Current	MICR Number	IFSC code
1.						
2.						

B. DEPOSITORY ACCOUNT(S) DETAILS

Depository Participant Name	Depository Name (NSDL/CDSL)	Beneficiary name	DP ID	Beneficiary ID (BO ID)
Vivek Fincial Focus Limited	(NSDL)		IN300861	

C. OTHER DETAILS

1. **Gross Annual Income Details** Below Rs1Lac 1-5Lac 5-10Lac 10-25Lac

Net-worth as on (date)..... (-----) (Net worth should not be older than 1 year)

2. **Occupation** Private Sector/ Public Sector/ Government Service/

Business/Professional/Agriculturist/Retired/Housewife/Student/Others _____

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

4. **Any other information:** _____

D. TRADING PREFERENCES

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

Exchanges	All Segments	
NSE/BSE	Cash/Mutual Funds	
	F&O	

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

If you don't wish to trade in any of Segments /Mutual Fund, please mention here _____

* If you wish trade in derivatives(F&O) Segments & Sumit Income proof (Mandatory)



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.
4. I/We declare that Vivek Financial Focus Limited, the member has put me /us on notice that it is engaged in not only client based trading but also in pro-trading account trading.

Place



Signature

(.....)

Date

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

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		Manager	
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' documents (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.

For Vivek Financial Focus Ltd.

Signature

.....
Signature of the Authorised Signatory

Date

Seal/Stamp of the stock broker

Nomination Details

I/We wish to make nomination. [As per details given below] I/We wish to make a nomination and do hereby nominate the following person(s) who shall receive all the assets held in my / our account in the event of my / our death.

Nomination can be made upto three nominees in the account.		Details of 1st Nominee	Details of 2nd Nominee	Details of 3rd Nominee
1.	Name of the nominees(s) (Mr./Ms.)			
2.	Share of each Nominee Equally <input type="checkbox"/> [If not equally, please specify percentage]	%	%	%
<i>Any odd lot after division shall be transferred to the first nominee mentioned in the form.</i>				
3	Relationship With the Applicant (If Any)			
4	Address of Nominee(s) PIN Code			
5	Mobile/ Telephone No. of nominee (s)			
6	Email ID of nominee(s)			
7	Nominee Identification details - [Please tick any one of following and provide details of same] <input type="checkbox"/> Photograph & Signature <input type="checkbox"/> PAN <input type="checkbox"/> Aadhaar <input type="checkbox"/> Saving Bank account no. <input type="checkbox"/> Proof of Identity <input type="checkbox"/> Demat Account ID			

Sr. Nos. 8-14 should be filled only if nominee(s) in a minor:

8	Date of Birth {in case of minor nominee(s)}			
9	Name of Guardian (Mrs./Ms.) {in case of minor nominee (s)}			
10	Address of Guardian(s) PIN Code			
11	Mobile/ Telephone no. of Guardian			
12	Email ID of Guardian			
13	Relationship of Guardian with nominee			
14	Guardian Identification details - [Please tick any one of following and provide details of same] <input type="checkbox"/> Photograph & Signature <input type="checkbox"/> PAN <input type="checkbox"/> Aadhaar <input type="checkbox"/> Saving Bank account no. <input type="checkbox"/> Proof of Identity <input type="checkbox"/> Demat Account ID			

CLIENT SIGNATURE *

	First Sole Holder Signature	Second Holder Signature	Third Holder Signature
Sign of Client	(6)	(3) <input checked="" type="checkbox"/>	(3) <input checked="" type="checkbox"/>
Date :	D D M M Y Y Y Y Place:		

Note:- This nomination shall supersede any prior nomination made by the account holder(s), if any.

DECLARATION FORM OPTING OUT OF NOMINATION

I/We hereby confirm that I/We do not wish to appoint any nominee(s) in my / our trading / demat account and understand the issues involved in non-appointment of nominee(s) and further are aware that in case of death of all the account holder(s), my/our legal heirs would need to submit all the requisite documents / information for claiming of assets held in my / our trading / demat account, which may also include documents issued by Court or other such competent authority, based on the value of assets held in the trading demat accounts

NAME AND SIGNATURE OF HOLDER(S) *

	First Sole Holder Signature	Second Holder Signature	Third Holder Signature
Sign of Client	(6)	(3) <input checked="" type="checkbox"/>	(3) <input checked="" type="checkbox"/>
Date :	D D M M Y Y Y Y Place:		

* Signature of witness, along with name and address are required, if the account holder affixes thumb impression, instead of signature



FATCA/ CRS DECLARATION / SELF CERTIFICATION FOR INDIVIDUAL

	First Sole Holder	Second Holder (if any)	Third Holder (if any)
Client Code:			
Demat Account No.			
1. As you U.S. Person	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Specify country of tax residency (if resident of more than one country, please specify all)			
3. Specify country of citizenship (if citizen of more than one country, please specify all)			
If ticked on "Yes" in point no. 1 and "specifies countries other than India" in point no. 2 and 3 above, please provide below details:-			
4. Provide Tax identification Number			
5. Specify country of birth			
6. Specify city of birth and pin code			
7. Source of Wealth	<input type="checkbox"/> Salary <input type="checkbox"/> Business <input type="checkbox"/> Gift <input type="checkbox"/> Ancestral Property <input type="checkbox"/> Rental Income <input type="checkbox"/> Prize Money <input type="checkbox"/> Royalty <input type="checkbox"/> Other (Please Specify)	<input type="checkbox"/> Salary <input type="checkbox"/> Business <input type="checkbox"/> Gift <input type="checkbox"/> Ancestral Property <input type="checkbox"/> Rental Income <input type="checkbox"/> Prize Money <input type="checkbox"/> Royalty <input type="checkbox"/> Other (Please Specify)	<input type="checkbox"/> Salary <input type="checkbox"/> Business <input type="checkbox"/> Gift <input type="checkbox"/> Ancestral Property <input type="checkbox"/> Rental Income <input type="checkbox"/> Prize Money <input type="checkbox"/> Royalty <input type="checkbox"/> Other (Please Specify)

DECLARATION

I/We hereby declare, agree and confirm the following:-

- a) The details furnished above are true to the best of my knowledge and belief and shall undertake to inform Vivek Financial Focus Ltd. within 30 days, in case of any change in the above given status on a future date.
- b) If I/we am/are U.S. Person or tax resident of a reportable foreign jurisdiction (other than U.S.), my account detail, would be reported by Vivek Financial Focus Ltd. to the relevant tax authority, or information may be shared with concerned Asset Management Companies (AMCs) or such other product providers, to whom FATCA/CRS norms are applicable or to any of the Government Agencies / Tax authorities / Regulators / Exchange/ Depositories of India or of any country other than India.
- c) If my/our country of birth is U.S., however, I/We declare that I/We are not U.S. Person, I/We shall provide a certificate of relinquishing U.S. Citizenship or not obtaining U.S. Citizenship at birth.

	First Sole Holder Signature	Second Holder Signature	Third Holder Signature
Signature			
Name			
Date			



TARIFF SHEET
BROKERAGE STRUCTURE

Capital Market Segment

Trading Account		%	Minimum paisa
1. Square off same day	<input type="checkbox"/> Each Side	<input type="text"/>	<input type="text"/>
	<input type="checkbox"/> One Side	<input type="text"/>	<input type="text"/>
2. Delivery		<input type="text"/>	<input type="text"/>
3. Trade to Trade		<input type="text"/>	<input type="text"/>

F&O / Currency Derivative Segment

Trading Account		Future%	Minimum paisa
1. Brokerage		<input type="text"/>	<input type="text"/>
2. Square off same day	<input type="checkbox"/> Each Side		<input type="text"/>
	<input type="checkbox"/> One Side		<input type="text"/>
		Option%	Min.
		<input type="text"/>	<input type="text"/>

OPTION BROKERAGE: Rs. 100 or 1.5% on option premium amount whichever is higher as per contact.

4.(a) Total Brokerage generated by the client:	Charges (Delivery/Inraday or Derivatives)	4.(b) Option (Brokerage per lot)
Up to Rs. 9,000/-	1% / 0.10%	0 to 50 lots Rs. 100/lot
Rs. 9,001/- to Rs. 15,000/-	0.75% / 0.10%	51 to 300 lots Rs. 90/lot
Rs. 15,001/- to Rs. 25,000/-	0.50% / 0.10%	301 to 600 lots Rs. 80/lot
Rs. 25001/- to Rs. 50,000/-	0.30% / 0.10%	601 to 1200 lots Rs. 70/lot
Rs. 50,001/- to Rs. 1,00,000/-	0.20% / 0.10%	1201 to 2400 lots Rs. 60/lot
Rs. 1,00,000/- to Rs. 2,00,000/-	0.15% / 0.10%	2401 to 4800 lots Rs. 50/lot
Rs. 2,00,001/- and above	0.10% / 0.10%	Above 4801 lots Rs.40/lot

5. Annual Maintenance Chages: Rs. 500/-

Note:

- These charges are subject to minimum either of Rs. 50/- or brokerage at maximum rate permitted by the Exchange/s for a contact note.
- Courier and other of pocket charges as applicable shall be levied separately.
- All Charges as may be levied by Exchange/SEBI/State Govt./Central Govt. on transactions on actual basis such as exchanges transactions charges, STT, Stamp duty, GST etc.

Signature

Signature of the Applicant / Authorized Signatory



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



Annexure-5

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 payor 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, web sites 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.



Annexure-6

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

BEFORE YOU BEGIN TO TRADE

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

TRANSACTIONS AND SETTLEMENTS

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



and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.

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

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

- 16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges gives a public notice inviting claims relating to only the "transactions executed on the trading system" of Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.
- 17. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker's insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

DISPUTES/ COMPLAINTS

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



POLICIES & PROCEDURE

a) Policy for Penny Stock

Penny Stock is a stock that trades at a relatively low price and has very low market capitalization. These types of stocks are generally considered to be highly speculative and high risk because of their lack of liquidity, large bid-ask spreads, small capitalization, limited following and inadequate disclosure. Depending on the market condition and RMS (Risk Management System) policy of the company, the company reserves the right to refuse to provide the facility of trading in penny stock.

b) Setting up client's exposure limits

Vivek Financial Focus Ltd. may from time to time impose and vary limits (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc.) on the orders that the client can place through the stock broker's trading system. The client is aware and agrees that Vivek Financial Focus Ltd. may need to vary or reduce the limits or impose new limits urgently on the basis of the stock broker's risk perception and other factors considered relevant by Vivek Financial Focus Ltd. including but not limited to limits on account of exchange/SEBI directions/limits (such as broker level/market level limits in security specific/volume specific exposures etc.), and Vivek Financial Focus Ltd. may be unable to inform the client of such variation, reduction or imposition in advance. The client agrees that Vivek Financial Focus Ltd. shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the stock broker's trading system on account of any such variation, reduction or imposition of limits. The client further agrees that Vivek Financial Focus Ltd. may at any time, at its sole discretion and without prior notice, prohibit or restrict the client's ability to place orders or trade in securities through the stock broker, or it may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute/allow execution of orders due to but not limited to the reason of lack of margin/securities or the order being outside the limits set by

stock broker/exchange/SEBI and any other reasons which Vivek Financial Focus Ltd. may deem appropriate in the circumstances. The client agrees that the losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone.

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

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

c) Applicable brokerage rate :- Brokerage will be charged within the limits prescribed by SEBI/Exchange.

d) Imposition of penalty / delayed payment charges

Clients will be liable to pay late pay in/delayed payment charges for not making payment of their payin/margin obligation on time as per the exchange requirement/schedule at the rate of 2% per month or at agreed rate. Similarly Vivek Financial Focus Ltd. will also be liable to pay delayed payment charges to the client for not making payment of their obligation on time, as per the exchange requirement/schedule at the rate of 2% p.m. or at agreed rate, except in the cases covered by the "Running Account Authorisation" given by the client to the stock broker from the date of request from the client and which can be substantiated, demanded and proved to be on account of failure on part of T.M.

However it is made clear that it is the responsibility of the



client to collect the payment from the broker office and deposit the same in his bank and in case of any failure on his part to do so, the broker shall not be held responsible.

The client agrees that Vivek Financial Focus Ltd. may impose fines / penalties for any orders / trades / deals / actions of the client which are contrary to this agreement / rules / regulations / bye laws of the exchange or any other law for the time being in force, at such rates and in such form as it may deem fit. Further where Vivek Financial Focus Ltd. has to pay any fine or bear any punishment from any authority in connection with / as a consequence of / in relation to any of the orders / trades / deals / actions of the client, the same shall be borne by the client.

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

Without prejudice to the stock brokers other right (Including the right to refer the matter to arbitration), Vivek Financial Focus Ltd. shall be entitled to liquidate/close out all or any of the clients position without giving notice to the client for non payment of margins or other amounts including the pay in obligation, outstanding debts etc and adjust the proceeds of such liquidation/close out, if any, against the clients liabilities/obligations.

The client shall ensure timely availability of funds/securities in form and manner at designated time and in designated bank and depository account(s), for meeting his/her/its pay in obligation of funds and securities. Any and all losses and financial charges on account of such liquidations/ closing out shall be charged to & born by the client. In cases of securities lying in margin account/client beneficiary account and having corporate actions like Bonus, Stock split, Right issue etc, for margin or other purpose the benefit of shares due to received under Bonus, Stock split, Right issue etc will be given when the shares is actually received in the stock broker designated demat account.

In case the payment of the margin / security is made by the

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

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

f) Shortages in obligations arising out of Auction/Process/including internal netting of trades

The policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is identical to that followed by the Exchange for the shortage by the client which is as under:

- a) The Short delivering client is debited by an amount equivalent to 20% above of closing rate of day prior to Payin/Payout Day. The securities delivered short are purchased from market on T+2 day and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client along with reversal entry of provisionally amount debited earlier.
- b) If securities cannot be purchased by the Exchange/s from



market due to any force majeure condition, the short delivering seller is debited at the closing rate on T+2 day or Auction day on Exchange +20% where the delivery and debits/credits. However, in case of netting of transactions at Brokers' end, such transactions are squared off by adding 10% on highest price at Exchange/s on the day of auction to the seller account as penalty.

- c) In cases of securities having corporate actions all cases of short delivery of cum transactions which cannot be auctioned on cum basis or where the cum basis auctioned on cum basis or where the cum basis auction payout is after the book closure/record date, would be compulsory closed out at higher of 10% above the official closing price on the auction day or the highest traded price from first trading day of the settlement till the auction day.
- d) If securities shortage is settlement type TFT/T2T. The short delivery seller is debited at the high rate trade day to previous day of pay in day or 20% above all official close of previous day which ever is higher.

g) Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client

Client may take exposure as allowed by us. Client may not be allowed to take position in case of non-availability/shortage of margin as per our RMS policy of the company. The existing position of the client is also liable to square off/close out without giving notice due to shortage of margin/ non making of payment for their pay in obligation/outstanding debts.

h) Temporarily suspending or closing a client's account at the client's request

On the request of the client, the client account can be suspended temporarily and same can be activated on the request of the client only. During the period client account is suspended, the market transaction in the client account will be prohibited. However client shares/ledger balance

settlement can take place.

On the request of the client, the client account can be closed provided the client account is settled. However, we may reopen the account in case of the request by the client.

i) Deregistering a client :- Notwithstanding anything to the contrary stated in the agreement, Vivek Financial Focus Ltd. shall be entitled to terminate the agreement with immediate effect in any of the following circumstances.

- (i) If the action of the client are prima facie illegal / improper or such as to manipulate the price of any securities or disturb the normal/proper functioning of securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.
- (ii) If there is any commencement of a legal process against the client under any law in force;
- (iii) On the death/lunacy or other disability of the Client;
- (iv) If the client being a partnership firm, has any steps taken by the Client and/or its partners for dissolution of the partnership;
- (v) If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the Stock broker;
- (vi) If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable;
- (vii) If the Client is in breach of any term, condition or covenant of this Agreement;
- (viii) If the Client has made any material mis-representation of facts, including (without limitation) in relation to the Security;
- (ix) If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;
- (x) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- (xi) If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into



liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;

- (xii) If any covenant or warranty of the Client is incorrect or untrue in any material respect;
- (xiii) If the client is found to be of alcoholic/intoxication tendencies, aggressive/abusive behaviour or general behaviour not compactible to that of civilised person.

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

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

Settlement of Obligations to Clients : - Vivek Financial Focus Ltd. shall not be obliged to deliver any securities or pay any money to the client unless and until the same has been received by Vivek Financial Focus Ltd. from the exchange, the clearing corporation or other company or

entity liable to make the payment and the client has fulfilled his/her/its obligations first.

Client Acceptance of Policies and Procedures stated hereinabove:

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

Change in the above Policies and Procedure, if any, shall be done by Vivek Financial Focus Ltd. By giving 15 days notice to the client.

Non Mandatory Documents



AFFIRMATIONS, DECLARATIONS AND UNDERTAKINGS BY THE CLIENT

The understanding about the various issues which are involved in dealings between the client and Vivek Financial Focus Ltd. (Vivek Financial) in addition to the matters specified by SEBI under Annexure 4, 5 and 6 of Account Opening Kit is being hereby reduced in writing to ensure that the right understanding prevails and also to facilitate ease of operations. Any provisions/ regulations prescribed/ to be prescribed by SEBI/ Stock Exchanges/ any other statutory authorities shall prevail in case of any contradictions contained hereunder.

The client is aware, understands, agrees, states, expresses, confirms, declares and authorises:

1. That the client is eligible to enter into a "Contract" under all the applicable laws including but not limited to Contract Act, SEBI, FEMA, Income Tax, PMLA and any other act/ laws/ rules and regulations in force. The client neither has been involved in any terrorist activity nor has been not been declared as defaulter/ name appearing in defaulter database as per SEBI/ various exchanges/ regulatory bodies/ CIBIL (Credit Information Bureau of India Ltd.).
2. That there exist certain regulations/ restrictions on investments.
3. That the client in regard to investments by foreign entities/ persons including NRI shall ensure that the investments made are in accordance with prevailing regulations especially under FEMA and/ or RBI Regulations etc.
4. That the client shall keep him updated about the changes brought in by SEBI/ Stock Exchanges and other competent statutory authorities from time to time having a bearing upon the relationship between the client and Vivek Financial and also on his investments.
5. That the client shall deal only for himself, his family members or on behalf of an other entity for which he is duly authorised and would neither act as a proxy for any other entity nor as a sub-broker/ intermediary.
6. That the client does not deal through Vivek Financial on the Stock Exchanges of which the client himself is a broker/ sub-broker.
7. That the client is 'Principal' and Vivek Financial is an 'Agent' to the client.
8. While acting as an agent, Vivek Financial may disseminate to the client any information, research opinion or advice whether of its own or any other agency about the matters considered to be vital for investments by the client. Such dissemination neither means that Vivek Financial assumes the responsibility for actions taken by the client based upon this type of information nor in any way alters the relationship of 'Principal' and 'Agent'. Vivek Financial does neither provide any advisory/ consultancy for investments nor is responsible for any profit/ loss which may be incurred by the client. The client shall independently validate the veracity of information received from Vivek Financial, decides its compatibility to his personal investment requirements and assume the consequential risks upon him. Under no circumstances, the client would ever make a claim that any loss to him have been arisen out of the information/ advice which he had solicited/ relied upon; from any of the employees/ agents/ sub-brokers of Vivek Financial. Further, the information received by the client shall be purely for his personal use and the same cannot be put to any commercial use whatsoever.
9. It would be a deliberate criminal contravention by the client if the client makes any arrangement with any of the employees/ agents/ sub-brokers of Vivek Financial for investments/ profit and loss by allowing trading in his (client's) account. This shall be unequivocally a personal and private arrangement between the client and the other person. It is abundantly clear to the client that Vivek Financial is not responsible for any losses/ liabilities incurred by the client for any of his decisions. The client indemnifies Vivek Financial against any misdemeanour.
10. That the client authorises Vivek Financial to send information relating to transactions, products etc. through SMS/ emails/ post etc. This is an express authority by the client to Vivek Financial for such transmissions and therefore all the transmissions and communications will not be considered as breach of "National Do Not Call Registry" and any other related regulations/ laws including but not limited to SPAM.
11. That the opening of account with Vivek Financial does not give the client an absolute right to demand any service. Vivek Financial in its discretion would decide whether to provide or not to provide the client with service/s and/ or the quantum of its service/s subject to the prevailing regulatory requirements.
12. That any order/ mandate given by the client whether executed by Vivek Financial on behalf of the client or by the client himself directly in the appropriate system including trading platform of the Stock Exchanges becomes enforceable only on its being accepted by the relevant systems. Therefore, Vivek Financial is not responsible for any failure in execution owing to any reason whatsoever whether technical or human.



13. VERBAL ORDER ACCEPTANCE AUTHORISATION

That the client may place his order in person or by the use of any other media such as email, SMS and postal services etc. as opted by him. It is in the knowledge of the client that the written orders (placing, modification or cancellation) are the safest mode to avoid any confusion/ misunderstanding. However, owing to the volatility in the prices, it becomes impracticable due to distance and other reasons. Therefore, the verbal order given personally or telephonically would be considered as a written instruction. The client understands the risk associated with verbal orders and accepts the same and agrees that the client is neither entitled to disown orders and consequential trades nor have the right to shift the burden of proof by asking Vivek Financial to prove the placement of such verbal orders and accepts that the client shall be liable for all losses, damages and actions which may arise as a consequence of carrying his verbal orders. Further, Vivek Financial shall give all the confirmations on telephone unless instructed otherwise in writing. Furthermore, the client authorises Vivek Financial not to provide Order Confirmation/ Modification/ Cancellation slips to avoid unnecessary paper work in view of the fact that the details required by the client are available in the contract notes.

14. That the client is responsible to obtain the status and outcome of its orders from Vivek Financial. Further, the client shall ensure timely compliance for the consequential actions such as paying the money and securities to complete or settle the transactions arising out of such orders. Any failure to do so results in losses which shall be borne by client.

15. AUTHORISATION FOR ELECTRONIC CONTRACT NOTE

That Vivek Financial shall give trade confirmations through telephone/ SMS/ email etc. The contract note would be sent at the registered address of the client through post/ courier or by the way of email, fax or by putting these on web servers. Vivek Financial is not responsible for non receipt/ delivery owing to any change in the address of the client which has not been intimated in writing. The contract note shall be deemed to have been properly delivered or served even if communication is returned as unclaimed/ refused/ undelivered. It is client's responsibility to review these immediately upon their receipt.

16. That all the money transactions are settled through account payee cheques only. The cheques would be favouring 'Vivek Financial Focus Ltd. – Client A/c'. **No cash is accepted.**

17. a. That Vivek Financial maintains books of accounts on combined ledger principle i.e. collectively for all segments of all exchanges and any other segment or service for which the client has an arrangement to deal through/ with Vivek Financial. However, Vivek Financial shall be within its rights to demand sums due separately for any specific segment and/ or exchange if it so deems fit in its absolute discretion. Vivek Financial is authorised to net off/ adjust client's credit and/ or debit balances against the monies receivable/ payable from its various entities by way of appropriate accounting entries.

b. That Vivek Financial shall have a general lien on all the monies, securities or other properties which Vivek Financial may hold on client's account including the account of family members/ related entities such as spouse/ relative or any company in which the client is a director or substantial shareholder or common director in companies for the discharge of client's obligations to Vivek Financial. The required permission and resolutions/ authorisations for these adjustments are presumed to have been obtained by the client as per the law.

c. That Vivek Financial is entitled to use the client's collateral/ margins/ securities for availing exposure/ funds from time to time.

18. That Vivek Financial shall charge the client with a penalty of 'Delayed Payment Charges' upto @ 24% per annum on failure of the client to pay in time.

19. That Vivek Financial shall debit the client account with depository service charges, other banking charges such as on dishonour of cheque, stop payment instructions, any remittance charges such as for NEFT/ RTGS and all other charges for the services such as research etc. as may become applicable from time to time.

20. That the client shall not indulge into any actions contrary to the normal personal trading requirements as are acceptable under the prevailing regulations. Where the purpose seems to be other than pure personal investing such as price manipulations etc., Vivek Financial has a right to hold back any payouts to the client on suspicion of such activities by the client besides the right for recovery of any penalties imposed by the authorities in due course for these activities in addition to the damages as may be considered appropriate.

21. RUNNING ACCOUNT AUTHORISATION

That the client shall maintain a 'Running Account', allow the use of securities and funds at any segment(s) of any or all the exchange(s) and his preference for settlement of funds and securities is Once in Calendar Month or Once in Calendar Quarter or such other higher period as allowed by SEBI/ Stock Exchange. However, where there are outstanding obligations



Vivek Financial



on the settlement date, the required securities/ funds to meet such obligations along with obligations for next five days to be calculated in accordance with the method specified by the exchange/s would be retained. Any discrepancy shall be intimated in writing to Vivek Financial within seven working days. This 'Running Account Authorisation' shall continue and would remain valid until it is revoked in writing by the client.

- 22. That all the documents/ transmission like account statement for funds and securities would be sent to registered address/ email ID. The dispatch/ transmission through third party resources would be deemed as sufficient compliance. In case of any errors, the same shall be brought to the notice of Vivek Financial immediately and if these are not rectified by the end of the next working day, the same would be given in writing against due acknowledgement.
- 23. That the records maintained and provided by Vivek Financial shall be conclusive and binding for all purposes without prejudice to the right of correcting any discrepancies/ differences which might have crept in owing to any inadvertent human/ system error etc. at any time.
- 24. **STANDING INSTRUCTION**
That Vivek Financial has all the rights to adjust the credit balance available in the client's account of any segment against any debit balance of any segment outstanding in the account of all the following related accounts i.e. family members, HUF, Company etc. S. No. Client Code of Family Member/ Associates Name of Family Member/ Associate
- 25. That the client shall always hand over his DP account Delivery Instruction Slip duly filled against proper acknowledgement. Under no circumstances, the client should give a blank DIS to anyone. Handing over of blank slip is entirely at the risk of the client.
- 26. That the client shall take adequate and sufficient security precautions to safeguard against any misuse of its password etc. which have been provided for access to transact/ obtain information. The facilities so provided can purely be used for the permitted purposes.
- 27. That the client shall upgrade at its own cost his computers/ connectivity equipment etc. if such changes are necessitated owing to the changes in the systems by Stock Exchanges/ Vivek Financial.
- 28. That in case of any dispute, the client necessarily has to first exhaust the remedies as available to the client under SEBI/ Stock Exchanges regulations before approaching the other statutory authorities including Police/ Courts.
- 29. That Vivek Financial can record all its interactions with the client through any electronic media and may keep the same in record for such time as considered appropriate.
- 30. That Vivek Financial has informed the client in accordance with Stock Exchange(s) regulations that Vivek Financial trade on behalf of the clients and also on their own account.
- 31. That any loss due to any erroneous order entry / modification shall be entertained by Vivek Financial only to the extent of insurance claim received.
- 32. That Vivek Financial is not responsible for any fraud committed by its employees.
- 33. In the eventuality of death/ dissolution/ winding up, the client agrees that the legal heirs will continue to be liable for full payment of all monies payable and/ or due to Vivek Financial. In the case of any merger/ amalgamation and reorganisation, Vivek Financial rights and obligations would pass on to the new entity.
- 34. That the client has provided the information which is true to the best of his knowledge and would ensure the same truthfulness for all the information which the client may have to provide from time to time in future. Vivek Financial shall share this information with any statutory authority entitled and competent to ask for such information.

Any clause in above which is non-confirming to the client's need may be struck off.

The client declares that the above mentioned submissions are true, correct and binding.

(.....)
Date

Signature 
(.....)
Signature of the Applicant

Annexure A**Most Important Terms and Conditions (MITC)**

(For non-custodial settled trading accounts)

1. Your trading account has a “Unique Client Code” (UCC), different from your demat account number. Do not allow anyone (including your own stock broker, their representatives and dealers) to trade in your trading account on their own without taking specific instruction from you for your trades. Do not share your internet/ mobile trading login credentials with anyone else.
2. You are required to place collaterals as margins with the stock broker before you trade. The collateral can either be in the form of funds transfer into specified stock broker bank accounts or margin pledge of securities from your demat account. The bank accounts are listed on the stock broker website. Please do not transfer funds into any other account. The stock broker is not permitted to accept any cash from you.
3. The stock broker’s Risk Management Policy provides details about how the trading limits will be given to you, and the tariff sheet provides the charges that the stock broker will levy on you.
4. All securities purchased by you will be transferred to your demat account within one working day of the payout. In case of securities purchased but not fully paid by you, the transfer of the same may be subject to limited period pledge i.e. seven trading days after the pay-out (CUSPA pledge) created in favor of the stock broker. You can view your demat account balances directly at the website of the Depositories after creating a login.
5. The stock broker is obligated to deposit all funds received from you with any of the Clearing Corporations duly allocated in your name. The stock broker is further mandated to return excess funds as per applicable norms to you at the time of quarterly/ monthly settlement. You can view the amounts allocated to you directly at the website of the Clearing Corporation(s).
6. You will get a contract note from the stock broker within 24 hours of the trade.
7. You may give a one-time Demat Debit and Pledge Instruction (DDPI) authority to your stock broker for limited access to your demat account, including transferring securities, which are sold in your account for pay-in.
8. The stock broker is expected to know your financial status and monitor your accounts accordingly. Do share all financial information (e.g. income, networth, etc.) with the stock broker as and when requested for. Kindly also keep your email Id and mobile phone details with the stock broker always updated.
9. In case of disputes with the stock broker, you can raise a grievance on the dedicated investor grievance ID of the stock broker. You can also approach the stock exchanges and/or SEBI directly.
10. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. You will not have any protection/recourse from SEBI/stock exchanges for participation in such schemes.



Vivek Financial

FORM 9
ACCOUNT OPENING FORM
(FOR INDIVIDUALS)



Vivek Financial Focus Limited 111-112, Vishwa Sadan, 9, District Centre, Janakpuri New Delhi -110058	Client - ID (To be filled by Participant)								
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:12.5%; height: 20px;"></td> <td style="width:12.5%;"></td> </tr> </table>								

I/We request you to open a depository account in my/our name as per the following details: (Please fill all the details in CAPITAL LETTERS only)	Date	D	D	M	M	Y	Y	Y	Y
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A Details of Account Holder(s):							
Account Holder (s)	Sole / First Holder		Second Holder		Third Holder		
Name							
PAN							
Occupation (Please tick any one and give brief details)	<input type="checkbox"/> Private Sector	<input type="checkbox"/> Agriculturist	<input type="checkbox"/> Private Sector	<input type="checkbox"/> Agriculturist	<input type="checkbox"/> Private Sector	<input type="checkbox"/> Agriculturist	
	<input type="checkbox"/> Public Sector	<input type="checkbox"/> Retired	<input type="checkbox"/> Public Sector	<input type="checkbox"/> Retired	<input type="checkbox"/> Public Sector	<input type="checkbox"/> Retired	
	<input type="checkbox"/> Government Service	<input type="checkbox"/> Housewife	<input type="checkbox"/> Government Service	<input type="checkbox"/> Housewife	<input type="checkbox"/> Government Service	<input type="checkbox"/> Housewife	
	<input type="checkbox"/> Business	<input type="checkbox"/> Student	<input type="checkbox"/> Business	<input type="checkbox"/> Student	<input type="checkbox"/> Business	<input type="checkbox"/> Student	
	<input type="checkbox"/> Professional	<input type="checkbox"/> Other (Please specify) _____	<input type="checkbox"/> Professional	<input type="checkbox"/> Other (Please specify) _____	<input type="checkbox"/> Professional	<input type="checkbox"/> Other (Please specify) _____	
Brief details:							

B Details of Account Holder(s):							
For HUF, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., although the account is opened in the name of the natural persons, the name & PAN of the HUF, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned below:							
a) Name				b) PAN			

C Type of Account							
<input type="checkbox"/> Ordinary Resident		<input type="checkbox"/> NRI-Repatriable		<input type="checkbox"/> NRI-Non Repatriable			
<input type="checkbox"/> Qualified Foreign Investor		<input type="checkbox"/> Foreign National		<input type="checkbox"/> Promoter			
<input type="checkbox"/> Margin		<input type="checkbox"/> Others (Please specify) _____					

D Gross Annual Income Details							
Income Range per annum (please tick any one)							
<input type="checkbox"/> Below ` 1 lac		<input type="checkbox"/> ` 1-5 lac		<input type="checkbox"/> ` 5-10 lac			
<input type="checkbox"/> ` 10-25 lac		<input type="checkbox"/> More than ` 25 lac					

E In case of NRIs / Foreign Nationals											
RBI Approval Reference Number											
RBI Approval date				D	D	M	M	Y	Y	Y	Y

F Bank Details							
1	Bank Account Type	<input type="checkbox"/> Saving Account		<input type="checkbox"/> Current Account		<input type="checkbox"/> Others (Please specify) _____	
2	Bank Account Number						
3	Bank Name						

4 Branch Address											
	City/Town/Village							PIN Code			
	State							Country			
5 MICR Code											
6 IFSC											

G Please tick, if applicable:

Please tick, if applicable Politically Exposed Person (PEP) Related to a Politically Exposed Person (PEP)

H Standing Instructions

1 I/We authorise you to receive credits automatically into my/our account. Yes No

2 Account to be operated through Power of Attorney (PoA) Yes No

3 Account to be operated through Demat Debit and Pledge Instruction (DDPI) Yes No

4 SMS Alert facility: [Mandatory if you are giving Power of Attorney (PoA). Ensure that the mobile number is provided in the KYC Application Form]

Sr. No.	Holder	Yes	No
1	Sole/First Holder	<input type="checkbox"/>	<input type="checkbox"/>
2	Second Holder	<input type="checkbox"/>	<input type="checkbox"/>
3	Third Holder	<input type="checkbox"/>	<input type="checkbox"/>

5 Mode of receiving Statement of Account [Tick any one] Physical Form Electronic Form [Read Note 4 and ensure that email ID is provided in KYC Application Form].

6 For Joint accounts, communication to be sent (See Note 5) Physical Form First Holder All joint account holders

I Guardian Details (where sole holder is a minor):

[For account of a minor, two KYC Application Forms must be filled i.e. one for the guardian and another for the minor (to be signed by guardian)]

Guardian Name											
PAN											
Relationship of Guardian with minor											

J Nomination Option

<input type="checkbox"/> I/We wish to make a nomination. (As per details are provided in Nomination Form Prescribed by SEBI)	<input type="checkbox"/> I/We do not wish to make a nomination. (Deceleration Form opting out of Nomination ad prescribed by SEBI)
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K Mode of Operation for Joint Accounts

Jointly	Anyone of the holder or survivor(s)
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If mode of Operation for joint account is chosen as anyone of the holder or survivor(s), only specified operations such as transfer of securities including Intra-Depository Transfer / pledge/hypothecatio / margin pledge / margin re - pledge (creation, closure and invocation and confirmation therefor as applicable) of securities and freeze / unfreeze of account and / or specific number of securities will be permitted.

Declaration

The rules and regulations of the Depository and Depository Participants pertaining to an account which are in force now have been read by me/us and I/we have understood the same and I/we agree to abide by and to be bound by the rules as are in force from time to time for such accounts. 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. In case non-resident account, I/we also declare that I/we have complied and will continue to comply with FEMA regulations. . I/we acknowledge the receipt of copy of the document, "Rights and Obligations of the Beneficial Owner and Depository Participant".

Name(s) of Holder(s)		Signature(s) of Holder
Sole/ First Holder/ Guardian (in case sole holder is minor) (Mr./Ms.)		X
Second Holder (Mr./Ms.)		X
Third Holder (Mr./Ms.)		X

Notes :

1. All communication shall be sent at the address of the Sole/First holder only.
2. Thumb impressions must be attested by witness or a Magistrate or a Notary Public or a Special Executive Magistrate .
3. Signature other than English or Hindi or any other language not contained in the 8th Schedule of the constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate.
4. The nomination and Declaration form be signed using e-Sign facility or wet signature and in these case, witness will not be required.
5. For receiving Statement of Account in electronic form:
 - I. Client must ensure the confidentiality of the password of the email account.
 - II. Client must promptly inform the Participant if the email address has changed.
 - III. Client may opt to terminate this facility by giving 10 days prior notice. Similarly, Participant may also terminate this facility by giving.
6. In case of joint account, on death of any of the joint account holders, the surviving account holder (s) has to inform Participant about the death of account holders with required documents within one year of the death of demise.
7. In case if 'first holder' is selected , the communication will be sent as per the preference mentioned at Sr. No.4 In case "All joint account holder' is opted, communication to first holder will be sent as per the preference mentioned Sr. No.4 and communication to other holders will be in electronic mode. the default option will be communication to 'first holder' if no option selected.
8. Strike off whichever is not applicable.

Signature 

(Sole/First Holder)

Signature 

(Second Holder)

Signature 

(Third Holder)

Nomination Details

I/We wish to make nomination. [As per details given below] I/We wish to make a nomination and do hereby nominate the following person(s) who shall receive all the assets held in my / our account in the event of my / our death.

Nomination can be made upto three nominees in the account.		Details of 1st Nominee	Details of 2nd Nominee	Details of 3rd Nominee
1.	Name of the nominees(s) (Mr./Ms.)			
2.	Share of each Nominee Equally <input type="checkbox"/> [If not equally, please specify percentage]	%	%	%
<i>Any odd lot after division shall be transferred to the first nominee mentioned in the form.</i>				
3	Relationship With the Applicant (If Any)			
4	Address of Nominee(s) PIN Code			
5	Mobile/ Telephone No. of nominee (s)			
6	Email ID of nominee(s)			
7	Nominee Identification details - [Please tick any one of following and provide details of same] <input type="checkbox"/> Photograph & Signature <input type="checkbox"/> PAN <input type="checkbox"/> Aadhaar <input type="checkbox"/> Saving Bank account no. <input type="checkbox"/> Proof of Identity <input type="checkbox"/> Demat Account ID			

Sr. Nos. 8-14 should be filled only if nominee(s) in a minor:

8	Date of Birth {in case of minor nominee(s)}			
9	Name of Guardian (Mrs./Ms.) {in case of minor nominee (s)}			
10	Address of Guardian(s) PIN Code			
11	Mobile/ Telephone no. of Guardian			
12	Email ID of Guardian			
13	Relationship of Guardian with nominee			
14	Guardian Identification details - [Please tick any one of following and provide details of same] <input type="checkbox"/> Photograph & Signature <input type="checkbox"/> PAN <input type="checkbox"/> Aadhaar <input type="checkbox"/> Saving Bank account no. <input type="checkbox"/> Proof of Identity <input type="checkbox"/> Demat Account ID			

CLIENT SIGNATURE *

	First Sole Holder Signature	Second Holder Signature	Third Holder Signature
Sign of Client	(6)	(3) <input checked="" type="checkbox"/>	(3) <input checked="" type="checkbox"/>
Date :	D D M M Y Y Y Y Place:		

Note:- This nomination shall supersede any prior nomination made by the account holder(s), if any.

DECLARATION FORM OPTING OUT OF NOMINATION

I/We hereby confirm that I/We do not wish to appoint any nominee(s) in my / our trading / demat account and understand the issues involved in non-appointment of nominee(s) and further are aware that in case of death of all the account holder(s), my/our legal heirs would need to submit all the requisite document / information for claiming of assets held in my / our trading / demat account, which may also include documents issued by Court or other such competent authority, based on the value of assets held in the trading demat accounts

NAME AND SIGNATURE OF HOLDER(S) *

	First Sole Holder Signature	Second Holder Signature	Third Holder Signature
Sign of Client	(6)	(3) <input checked="" type="checkbox"/>	(3) <input checked="" type="checkbox"/>
Date :	D D M M Y Y Y Y Place:		

* Signature of witness, along with name and address are required, if the account holder affixes thumb impression, instead of signature

Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories

General Clause

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

Beneficial Owner information

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

Fees/Charges/Tariff

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

Dematerialization

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

Separate Accounts

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

Transfer of Securities

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

Statement of account

13. The DP shall provide statements of accounts to the beneficial owner in such form and manner and at such time as agreed with the Beneficial Owner and as specified by SEBI/depository in this regard.
14. However, if there is no transaction in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such BOs and shall resume sending the transaction statement as and when there is a transaction in the account.

15. The DP may provide the services of issuing the statement of demat accounts in an electronic mode if the Beneficial Owner so desires. The DP will furnish to the Beneficial Owner the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the DP does not have the facility of providing the statement of demat account in the electronic mode, then the Participant shall be obliged to forward the statement of demat accounts in physical form.

16. In case of Basic Services Demat Accounts, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time.

Manner of Closure of Demat account

17. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever, provided the DP has given a notice in writing of not less than thirty days to the Beneficial Owner as well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat account held with the DP provided no

charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.

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

Default in payment of charges

19. In event of Beneficial Owner committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the DP to close the demat account of the Beneficial Owner, the DP may charge interest at a rate as specified by the Depository from time to time for the period of such default.

20. In case the Beneficial Owner has failed to make the payment of any of the amounts as provided in Clause 5&6 specified above, the DP after giving two days notice to the Beneficial Owner shall have the right to stop processing of instructions of the Beneficial Owner till such time he makes the payment along with interest, if any.

Liability of the Depository

21. As per Section 16 of Depositories Act, 1996,

1. Without prejudice to the provisions of any other law for the time being in force, any loss caused to the beneficial owner due to the negligence of the depository or the participant, the depository shall indemnify such beneficial owner.
2. Where the loss due to the negligence of the participant under Clause (1) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

Freezing/ Defreezing of accounts

22. The Beneficial Owner may exercise the right to freeze/defreeze his/her demat account maintained with the DP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.

23. The DP or the Depository shall have the right to freeze/defreeze the accounts of the Beneficial Owners on receipt of instructions received from any regulator or court or any statutory authority.

Redressal of Investor grievance

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

Authorized representative

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

Law and Jurisdiction

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

Signed and delivered by

X

X

X

(for and on behalf of the Client to be signed by all account holders/authorised signatory)

(for and on behalf of Depository Participant)

(For Existing/New Accounts)
Option for Basic Services Demat Account (BSDA)

The Manager
Vivek Financial Focus Ltd.
DP-ID-IN300861
111-112, Vishwa Sadan,
9 District Centre, Janak Puri,
New Delhi - 110058

Date: _____

Sub: Continuation of my /our depository account as regular account (non-BSDA)
Client ID No.: _____

This is with reference to my /our captioned depository account held with you.

SEBI vide its circular No. CIR/MRD/DP/22/2012 dated August 27, 2012 had introduced the facility of " Basic Services Demat Account " with limited services for eligible individuals with the objective of achieving wider financial inclusion and to encourage holding of demat accounts. Further, vide the aforesaid circular, the Depository Participant (DPs) were advised to intimate all the existing individual account holder about such option. I/We hereby wish to continue my/our account as a regular account (non-BSDA).

You are requested to take note of the same.

Thanking You,

Yours truly,

Signature 

Signature of First Holder

Signature 

Signature of Joint Holder

Signature 

Signature of Joint Holder

Schedule A

No.	Service Type	Amount
1.	Annual Maintenance Charges	Rs. 500/- per annum
2.	Dematerialisation	Rs. 100/- certificate
3.	Rematerialisation	Rs. 100/- certificate
4.	Processing Charges in case of transmission	Rs .500/ or 0.05% Whichever is higher
5.	Debit Transactions (Market/Off Market)	Rs. 25/ or 0.04% whichever is higher.
6.	Margin Pledge (per transaction) upfront	Rs. 25/
7.	Pledge	Rs. 100/-instruction
8.	DIS Book	Rs. 50/-book
9.	Lost DIS Blocking Charges	Rs. 50/-
10.	Failed Instruction	Rs. 100/-
11.	Modification	Rs. 50/request

Kindly note:

- These are the standard charges. The company may apply different charge structure lesser than it to any client in its absolute discretion.
- Billing for the month will be done in succeeding month.
- The charges are subject to change from time to time as per NSDL guidelines.
- In case of nonpayment of bill within one month of bill date, interest shall be charges @2% per month. The depository services are liable to be discontinued on such default. The renewal charges for resuming the services will be Rs. 100/-.
- Out of the pocked expenses, including all litigation, related to the account shall be reimbursed to us on actual basis.
- All the above charges shall entail a GST (currently 18%)

Signature of First Holder

Signature of Second Holder

Signature of Third Holder



FACILITATING
INVESTMENTS

Offices : Delhi Gurugram Chandigarh

FOR INTERNAL USE:

Check by : _____

Verified by :

ACKNOWLEDGEMENT

To,
Vivek Financial Focus Ltd.
Trading Code: _____

I/We have received a copy of each of the filled KYC (Account Opening form), Rights and Obligations, Risk Disclosures Document (RDD) Guidancenote, Policies and Procedures, Tariff Sheet and the voluntary documents i.e., Affirmation, Declaration and Undertakings by the client that includes Verbal Order Acceptance, Authorisation for ECN, Running Account Authorisation, Standing Instructions and Others.

Signature 

Signature of Client