

INDIVIDUAL CLIENT REGISTRATION FORM

CLIENT CODE:	<input type="checkbox"/> CM	<input type="checkbox"/> DERIVATIVES	<input type="checkbox"/> CURRENCY	<input type="checkbox"/>	<input type="checkbox"/>

Client Name _____

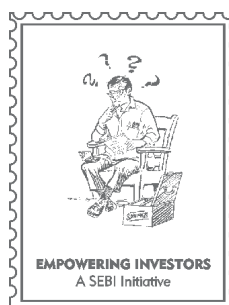


BANHEM SECURITIES PRIVATE LIMITED


Member: The National Stock Exchange of India Ltd

SEBI Registration No. For Cash Segment : INB230653634
SEBI Registration No. For Derivative Segment : INF230653634

Registered Office:
Veena Chambers, 21 Dalal Street, Mumbai 400 001
Tel: +91 22 2262 2200, +91 22 4022 0999 Fax: +91 22 2261 2493
E-mail: info@banhem.in For Investor Compliance: reachus@banhem.in • www.banhem.in



Checklist for Individual Client Registration Form

Client has to sign at all places marked 

- Please fill up the form in BLOCK Letters.
- Please write the name of Client as mentioned on the PAN Card.
- Please countersign any overwriting.
- If any information required to be given, does not fit in the form, an Annexure may be used.
- Each Client has to use one registration Form. In case of joint name/ family members, please submit separate form for each person.
- Information tendered herein shall be kept confidential unless required by the Exchange, SEBI or any statutory body or authority or except with the express permission of client.
- Original documents of the photocopies will be required for verification at the time of submission of the application.

Documentary requirements for Individual Clients-Mandatory

(Self certified copies of the following documents are required after due verification with the originals)

Type of Documents	Exchange/SEBI/Trading Members Requirements	PMLA / FIU Requirements
Proof of Identity	Copy of PAN Card	Officially valid document like Passport, driving license, Voter's Identity Card issued by the Election Commission of India, PAN card
Proof of Address (Any One)	Passport/ Voter ID / Driving License/ Bank Passbook or statement /Rent Agreement /Ration Card/ Flat Maintenance Bill/ Telephone Bill / Electricity Bill / Insurance Policy.	
Proof of Bank	Copy of cancelled cheque containing preprinted name of the client and IFSC code. In case the cancelled cheque does not contained the name of the client and/or IFSC code, extra documentary proof from the bank for the same.	
Proof of Demat	Demat Master copy issued by the DP bearing DP Stamp / recent holding statement containing the demat account number and name of the client	
Financial details (Any One)	<ul style="list-style-type: none">• Copy of ITR Acknowledgement• Copy of Annual Accounts• Copy of Form 16 incase of Salary Income• Net Worth Certificate• Bank Account Statement for Last six months• Recent Demat account holding statement• Any Other relevant documents substantiating ownership of Assets.	

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Part - A

Mandatory Documents		
DOCUMENT	PURPOSE	PAGE
Know Your Client Form (KYC)	This form specified by the SEBI helps an intermediary to understand the background of the client.	A1
Stockbroker-Client Agreement – NSE Cash / F&O Segment (MCA)	MCA sets out the rights and obligation between client and the stockbroker.	1
Combined Risk Disclosure Document (RDD) Investors Risk & Obligation	This part sets out the risk associated with dealing in Capital Market.	5
Proprietary Trade Letter	This is acknowledge receipt of intimation with regards to stockbroker's business volumes comprising of client as well as proprietary trades in cash, derivative, debt, currency segment and other market.	11
Company Policies	<ol style="list-style-type: none">1. Refusal to execute orders for Penny Stocks.2. Setting up of Client's Exposure Limits.3. Applicable Brokerage Rate.4. Policy on Imposition of Penalty / Delayed Payment Charges.5. Policy of the Company to sell Client's Securities or Close Client's Positions, Without Giving Notice to the Client on Account of Non-payment of Client's Dues.6. Policies on Shortages in Obligations Arising Out of Internal Netting Of Trades.7. Conditions Under Which a Client May Not be Allowed to Take Further Positions or The Broker May Close the Existing Position of a Client.8. Policy on Temporarily Suspending or closing a Client's Account at the Client's Request.9. Policy on De-registering a Client.10. Policy on Inactive Client.	13

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Part - B

Non-Mandatory Documents		
DOCUMENT	PURPOSE	PAGE
Addendum to Agreement	To Safeguard interest of member as well as Client.	17
Running Account Authorisation	This letter gives the authority to Member for maintenance of client's account (Fund & Securities) on a running account basis.	23
ECN (Electronic Contract Notes) Letter	This letter gives the authority to Member to issue Contract notes, Bills, statements of accounts, ledger of fund & securities, margin statement, notices and circulars issued by NSE/ SEBI and other government agencies in electronic form instead of physical form.	25
Authority Letter	To facilitate day to day affairs.	27

STOCKBROKER - CLIENT AGREEMENT – NSE CASH/F&O SEGMENT

This agreement is made and executed at Mumbai this _____ day of _____, 20_____ between: **Banhem Securities Private**

Limited, a body corporate, registered/incorporated under the provisions of the Companies Act, 1956, being a member of **The National Stock Exchange of India Limited** (hereinafter called “the Exchange”), and having its registered office at **Veena Chambers 21, Dalal Street, Fort, Mumbai 400 001**. (hereinafter called “the Stock broker”) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself/herself in the capacity of a trading member while trading in the derivatives segment, his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

And

Mr./Ms/M/s _____,

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

residence/ registered office at _____

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

Whereas the Stock broker is registered as the Stock broker of the Exchange with SEBI registration number **INB230653634** in the Capital Market/Cash Segment and SEBI registration number **INF230653634** in the Futures and Options Segment.

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

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

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

Client's Signature

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

WHEREAS the Stock broker and the Client agree to be bound by all the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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

1. The Client agrees to immediately notify the Stock broker in writing if there is any change in the information in the 'Client registration form' provided by the Client to the Stock broker at the time of opening of the account or at any time thereafter.
2. The Stock broker declares that it has brought the contents of the risk disclosure document to the notice of Client and made him aware of the significance of the said document. The Client agrees that:
 - a. He has read and understood the risks involved in trading on a stock exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the Client to understand the risk involved shall not render a contract as void or voidable and the Client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the Client chose to trade.
 - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the Client trades. The Stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the Client shall be obliged to pay such margins within the stipulated time.
 - e. Payment of margins by the Client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the Client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The Client agrees to pay to the Stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that Stock broker renders to the Client. The Stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/SEBI.
4. The Client agrees to abide by the exposure limits, if any, set by the Stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
5. Without prejudice to the Stock broker's other rights (including the right to refer a matter to arbitration), the Stock broker shall be entitled to liquidate/close out all or any of the Client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the Client's liabilities/ obligations. Any and all such losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the Client.
6. The Stock broker agrees that the money/securities deposited by the Client shall be kept in a separate account, distinct from his/its own account or account of any other Client and shall not be used by the Stock broker for himself/itself or for any other Client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/guidelines/Exchanges Rules/Regulations/Bye-laws and circulars.
7. The Client agrees to immediately furnish information to the Stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
8. The Stock broker agrees to inform the Client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the Client to comply with such schedules/procedures of the relevant stock exchange.
9. In the event of death or insolvency of the Client or

his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the Client has ordered to be bought or sold, Stock broker may close out the transaction of the Client and claim losses, if any, against the estate of the Client. The Client or his / its successors, heirs and assigns shall be entitled to any surplus which may result there from.

10. The Stock broker agrees that it shall co-operate in redressing grievances of the Client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the Client.
11. The Stock broker shall continue to be responsible for replacing bad deliveries of the Client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the Client.
12. The Stock broker shall ensure due protection to the Client regarding Client's rights to dividends, rights or bonus shares, etc., in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the Client with whom and for whom it may have had transactions in securities.
13. The Client and the Stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
14. The Stock broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the Client and that he shall be liable to implement the arbitration awards made in such proceedings.
15. Information about default in payment/delivery and related aspects by a Client shall be brought to the notice of the relevant stock exchange(s). In case where defaulting Client is a corporate entity / partnership / proprietary firm or any other artificial legal entity, then the name(s) of director(s) / promoter(s)/ partner(s) / proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).
16. The Stock broker and the Client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
17. The Stock broker and the Client agree to abide by any

award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.

18. The Stock broker and the Client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
19. The instructions issued by an authorized representative, if any, of the Client shall be binding on the Client in accordance with the letter authorizing the said representative to deal on behalf of the said Client.
20. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the Client shall ipso facto stand cancelled.
21. This agreement shall forthwith terminate; if the Stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the Stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
22. The Stock broker and the Client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
23. In addition to the specific rights set out in this Agreement, the Stock broker and the Client shall be entitled to exercise any other rights which the Stock broker or the Client may have under the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.
25. The provisions of this agreement shall always be subject to Government notifications, any rules,

regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.

26. The Stock broker hereby undertakes to maintain the details of the Client as mentioned in the Client registration form or any other information pertaining

to the Client in confidence and that it shall not disclose the same to any person/ authority except as required under any law/regulatory requirements; Provided however that the Stock broker may so disclose information about its / his Client to any person or authority with the express permission of the Client.

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

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

Signed for and on behalf of

MEMBER: Banhem Securities Private Limited

CLIENT :

Title : Adviser/Manager/Authorised Signatory

 **Client's Signature**

1. Witness Sign.: _____

1. Witness Sign.: _____

Name: _____

Name: _____

Address: _____

Address: _____

2. Witness Sign.: _____

2. Witness Sign.: _____

Name: _____

Name: _____

Address: _____

Address: _____

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

**COMBINED RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET/CASH SEGMENT
AND FUTURES & OPTIONS SEGMENT
(TO BE GIVEN BY THE BROKER TO THE CLIENT)**

This document is issued by the member of The National Stock Exchange of India (hereinafter referred to as "NSE") / Bombay Stock Exchange Ltd., (hereinafter referred to as "BSE") which has been formulated by the Exchanges in coordination with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") and contains important information on trading in Equities and F&O Segments of NSE / BSE. All prospective constituents should read this document before trading on Capital Market/Cash Segment or F&O segment of the Exchanges.

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

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

You must know and appreciate that investment in Equity shares, derivative or other instruments traded on the Stock Exchange(s), which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/limited investment and/or trading experience and low risk tolerance.

You should therefore carefully consider whether such trading is suitable for you in the light of your financial condition. In case you trade on NSE/BSE and suffer adverse consequences or loss, you shall be solely responsible for the same and NSE/BSE, its Clearing Corporation/Clearing House and/or SEBI/ or member, **Banhem Securities Private Limited** shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take a plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned member. The constituent shall be solely responsible for the consequences and no contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a security or derivative being traded on NSE/BSE.

It must be clearly understood by you that your dealings on

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

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

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

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

1.1 Risk of Higher Volatility:

Volatility refers to the dynamic changes in price that securities undergo when trading activity continues on the Stock Exchange. Generally, higher the volatility of a security/contract, greater is its price swings. There may be normally greater volatility in thinly traded securities/contracts than in active securities/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 / 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 / contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities / contracts purchased or sold. There may be a risk of lower liquidity in some securities / contracts as compared to active securities / 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/selling without intention of giving and/or taking delivery of a security, as part of a day trading strategy, may also result into losses, because in such a situation, stocks may have to be sold/purchased at a low/high prices, compared to the expected price levels, so as not to have any obligation to deliver/receive a security.

1.3 Risk of Wider Spreads:

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

1.4 Risk-reducing orders:

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

- 1.4.1** A “market” order will be executed 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.

- 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 / contract, and such order gets activated if and when the stock / 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 stock reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a stock / 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:

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

1.6 Risk of Rumours:

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

1.7 System Risk:

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

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

- 1.7.2** Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side

or the sell side, or if trading is halted in a security due to any action on account of unusual trading activity or stock hitting circuit filters or for any other reason.

1.8 System/Network Congestion:

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

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

2.1 Effect of “Leverage” or “Gearing”:

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

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

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

A. Futures trading involves daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index. If the index has moved against you, you will be required to deposit the amount of loss (notional) resulting from

such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading next day.

- B. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the broker/member may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as 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 the derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2. Risk of Option holders:

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

2.3 Risks of Option Writers:

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

3. GENERAL

3.1 Commission and other charges:

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

3.2 Deposited cash and property:

You should familiarise yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property

may be governed by specific legislation or local rules. In some jurisdictions, property which has been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the member, the same shall be subject to arbitration as per the byelaws/regulations of the Exchange.

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

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

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

ANNEXURE-1

INVESTORS' RIGHTS AND OBLIGATIONS:

1.1 You should familiarise yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the stock market or the broking firm's insolvency or bankruptcy.

1.1.1 Please ensure that you have a documentary proof of your having made deposit of such money or property with the member, stating towards which account such money or property deposited.

1.1.2 Further, it may be noted that the extent to which you may recover such money or property may be governed by the Bye-laws and Regulations of NSE/BSE and the scheme of the Investors' Protection Fund in force from time to time.

1.1.3 Any dispute with the member with respect to deposits, margin money, etc., and producing an appropriate proof thereof, shall be subject to arbitration as per the Rules, Byelaws/Regulations of NSE/BSE or its Clearing Corporation / Clearing House.

1.2 Before you begin to trade, you should obtain a clear idea from your member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.

1.3 You should exercise due diligence and comply

with the following requirements of the NSE/BSE and/or SEBI:

- 1.3.1 Please deal only with and through SEBI registered members of the Stock Exchange and are enabled to trade on the Exchange. All SEBI registered members are given a registration no., which may be verified from SEBI. The details of all members of NSE/BSE and whether they are enabled to trade may be verified from NSE/BSE website (www.nseindia.com / www.bseindia.com).
- 1.3.2 Demand any such information, details and documents from the member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.
- 1.3.3 Furnish all such details in full as are required by the member as required in "Know Your Client" form, which may also include details of PAN or Passport or Driving Licence or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by SEBI/NSE at any time, as is available with the investor.
- 1.3.4 Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of NSE or its Clearing Corporation / Clearing House from time to time, because this may be useful as a proof of your dealing arrangements with the member.
- 1.3.5 Give any order for buy or sell of a security in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the member.
- 1.3.6 Ensure that a contract note is issued to you by the member which contains minute records of every transaction. Verify that the contract note contains details of order no., trade number, trade time, trade price, trade quantity, name of security, client code allotted to you and showing the brokerage separately. Contract notes are required to be given/sent by the member to the investors latest on the next working day of the trade. Contract note can be issued by the member either in electronic form using digital signature as required, or in hard copy. In case you do not receive a contract note on the next working day or at a mutually agreed time, please get in touch with the Investors Grievance Cell of NSE/BSE, without delaying.
- 1.3.7 Facility of Trade Verification is available on NSE/BSE website (www.nse-india.com /

www.bseindia.com), where details of trade as mentioned in the contract note may be verified from the trade date up to five trading days. Where trade details on the website, do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of NSE/BSE.

- 1.3.8 Ensure that payment/delivery of securities against settlement is given to the concerned member within one working day prior to the date of pay-in announced by NSE/BSE or it's Clearing Corporation / Clearing House. Payments should be made only by account payee cheque in favour of the firm/company of the trading member and a receipt or acknowledgment towards what such payment is made be obtained from the member. Delivery of securities is made to the pool account of the member rather than to the beneficiary account of the member.
- 1.3.9 In case pay-out of money and/or securities is not received on the next working day after date of pay-out announced by NSE/BSE or its Clearing Corporation / Clearing House, please follow-up with the concerned member for its release. In case pay-out is not released as above from the member within five working days, ensure that you lodge a complaint immediately with the Investors' Grievance Cell of NSE/BSE.
- 1.3.10 Every member is required to send a complete 'Statement of Accounts', for both funds and securities settlement to each of its constituents, at such periodicity as may be prescribed by time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof, to the member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell of NSE/BSE, without delaying.
- 1.3.11 In case of a complaint against a member / registered sub-broker, you should address the complaint to the Office as may be specified by NSE/BSE from time to time.
- 1.4 In case where a member surrenders his membership, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE, ensure that you lodge a claim with NSE/BSE/NSCCL/Clearing House within the stipulated period and with the supporting documents.

1.5 In case where a member is expelled from trading membership or declared a defaulter, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to “transactions executed on the trading system” of NSE/BSE, ensure that you lodge a claim with NSE/BSE within the stipulated period and with the supporting documents.


1.6 Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/Bye-laws and the scheme under the Investors’ Protection Fund (IPF) may be payable first out of the amount vested in the Committee for Settlement of Claims against Defaulters, on pro-rata basis if the amount is inadequate. The balance amount of claims, if any, to a maximum amount of Rs.10 lakhs per investor claim, per defaulter/expelled member may be payable

subject to such claims being found payable under the scheme of the IPF.

Notes:

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

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

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

Client’s Name

Client’s Code

DD

MM

YYYY

MANDATORY

Date: _____

To,

BANHEM SECURITIES PRIVATE LIMITED

Veena Chambers, 21, Dalal Street, Fort, Mumbai 400001.

Subject: Proprietary Trade

I/We acknowledge receipt of intimation with regards to yours business volumes comprising of client as well as Proprietary Trades in Cash Segment & Derivatives Segment in pursuance of SEBI Circular No - SEBI/MRD/SE/CIR-42/2003 Dated 19/11/2003.

I/We am/are also in knowledge of your investor grievance Email ID which is reachus@banhem.in

 Client's Signature

Client's Name _____

Client's Code _____

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PAGE

Company Policies

Policies of Banhem Securities Private Limited (herein after called "Member") for you (herein after called "Client")

1. Policy on refusal to deal in 'Penny stock'

The securities listed on the stock exchanges are classified into various groups by the stock exchange, based on certain points such as, liquidity, impact cost, volatility index, etc. Investor should be aware about the same.

Attention of the Client is drawn to SEBI circular No MIRSD/SE/Cir-19/2009 dated December 03, 2009 under Annexure – 1, Point No 8. Defining penny stocks as the stock which are appearing in the list of illiquid securities issued by the exchange through various notices and circulars every month. In a common parlance Penny stock is stock which are less liquid in nature. Further illiquid stock per-se should not be mis-understood as penny stock. Investor should be careful while dealing in such stocks. The Member reserves the right to refuse to execute any trade in the stock, which it thinks is a 'Penny stock' and client, should take a note of the same. The decision of the Company having ill liquid stocks will be taken in the wider interest of the smooth functioning of the market and the operations of the Company.

2. Limits on client's exposure

The Client agrees to abide by the exposure limits, if any, set by the member or the Exchange or SEBI from time to time. The client is liable to pay an initial margin up-front, such margin shall be decided upon by the Member or **The National Stock Exchange of India Limited** from time to time. Furthermore the client is liable to pay (or receive) daily margins, the Member or the Exchange considers, or special margins or such other margins as are considered necessary from time to time. The Member is permitted in its sole and absolute discretion to collect additional margins (even though not imposed by the Clearing House, The National Stock Exchange of India Limited, or SEBI) and the client shall be obliged to pay such margins. Client shall deposit with Member monies, securities and money in the account / running account of the Client which the member may be treated as margin received by the Member from the client. The client authorizes the member to pledge the securities with the Exchange or with any financier

to meet margin/capital adequacy requirement of the member. The clients further authorize the Member to sell these securities to recover any dues payable by the Clients to the Member.

While setting the exposure limit for a client, risk management will be guided by the following criteria:

- Financial position
- Purpose of trading (Delivery based or intra-day trading)
- Trading habits (Delivery based or intra-day)
- History of any previous default/s
- Promptness in honoring the pay-in obligations for funds and the securities.

Exposures are decided by the management for each client only after considering the aforementioned factors. These limits are reviewed periodically. The authority to set or change the limit for the clients lies solely with the management.

For a new client; limits will set based on his annual income and investable corpus with the client, which has been declared by the respective clients, first hand information received from the relationship manager/dealer of the respective clients. Under exceptional cases the decision will be at the discretion of the management of the company.

While assessing the financial position, the following points will be considered;

1. Client's annual income and source of income
2. Investment/ savings garnered by the client over the period
3. Inheritance if any
4. Gifts received, if any.

The Risk Management department will take into consideration, all the above factors about the client in addition to the hand feedback received from the relationship manager/dealer, which has been approved by the management and accordingly the limits will be set for respective client. The decision of the risk management department will not be questioned by the client.

3. Applicable Brokerage rate

The member shall charge brokerage to the clients at a

rate as may be mutually agreed from time to time. The member shall also charge the client other charges like stamp duty, transaction charges, Clearing charges, Service tax, Securities Transaction Tax, SEBI Fees etc. However, the Member shall not in any event charge brokerage, commission exceeding the maximum limit permitted by the Rules, Bye-Laws and Regulations of Exchange or SEBI guidelines from time to time.

Illustrative maximum brokerage rate payable by client will be as under:

Segment	Brokerage Rates. (Maximum)
Cash Segment	0.25 Rs. per share or 2.5% of the contract price (whichever is higher)
Futures Segment	2.5% of the contract value exclusive of statutory levies.
Options Segment – Call Option	2.5% of the premium amount or Rs 100/- whichever is higher.
Put Option	2.5% of the premium amount or Rs 100/- whichever is higher.

4. Imposition of penalty/charges for the delayed payment from either side

Client should make payment before the pay-in obligation (T+2). In case client does not make the payments towards the pay-in obligation, member will be entitled to charge daily penal interest at the rate of 1.5 % p.m.

In cases of cheque bouncing, member will recover the bank charges plus applicable taxes from the clients. Client will also be liable to return the securities delivered to his DP account through auto payout system. Any penalty levied on member on account of non-disclosure or false disclosure of material information by the clients will be recovered from the clients.

In case of client maintaining credit balance in running account, Member will make the account balance nil at the end of every month but no penal clause will be

applicable and for the clients who will maintain debit balance in the running account for more than 2 days, the penal clause for T+2 days will be applicable.

5. Right to sell client's securities or close client's positions, without giving notice to the client on account of non payment of client's dues

A. Cash Segment

Client is required to make payment towards his pay-in obligations on T+2 days (i.e. before the pay-in obligation). If client fails to make the payment towards his pay-in obligations, in such case the member reserves the right to liquidate /close out the positions of the clients on maximum up to T+5 basis and any loss and financial charges suffered on account of close out of positions will be recovered from the clients in form of cash/securities. Client is also required to make upfront payment towards his margin requirement on daily basis. If client fails to make the payment towards his margin obligation, in such case the member reserves the right to liquidate / close out position of the client.

Member also reserves the right to sell the securities standing in the clients account on T+5 basis and to set off all outstanding debit amounts in client's account including interest on delayed payment.

Member also reserves the right to set off all outstanding debit amounts in client's account on T+5 basis against any collateral received from them in the form of cash/securities.

The Client is responsible for all order including orders that may be executed without the required margin in the client's account. If the client's order is executed despite the shortfall in available margin, the client shall whether or not the member have intimated such shortfall in margin to the client, Instantaneously make up the shortfall either through delivery of shares in the event of sale or credit the required fund in the bank account via personal cheques, cashier's cheques or money order or account transfer or any other mode. More time (if necessary) will be allowed on case to case basis after taking in to consideration the following;

1. The risk profile of the client;
2. History and traits of the client;
3. Market conditions;
4. Inconvenience that may cause to the client;

The above decision will be the sole discretion of the risk management department and client be

bound by any decision taken by the risk management department in pursuance of the company's policy. Investor should note that the decision of the risk management will be based on the company's policy and relevant regulatory requirements from time to time.

B. Futures and Options segment

Client is required to make upfront payments towards his margin obligations (SPAN Exposure & mark to Market) on daily basis. If client fails to make the payment towards his margin obligations, in such case the member reserves the right to liquidate / close out positions of the clients.

The Client is responsible for all order including orders that may be executed without the required margin in the client's account. If the client's order is executed despite the shortfall in available margin, the client shall whether or not the member have intimated such shortfall in margin to the client, Instantaneously make up the shortfall either through delivery of shares in the event of sale or credit the required fund in the bank account via personal cheques, cashier's cheques or money order or account transfer or any other mode. More time (if necessary) will be allowed on case to case basis and after taking into consideration the following:

1. The risk profile of the client;
2. History and traits of the client;
3. Market conditions;
4. Inconvenience that may cause to the client

The above decision will be at the sole discretion of the risk management department and client will be bound by any decision taken by risk management department in pursuance of the company's policy. Investor should note the decision of the risk management will be based on the company's policy and relevant regulatory requirements from time to time.

6. Shortage in obligation arising out of internal netting of trades

In case of sale transactions, the Securities shall be delivered by the Client to the Member before the pay in for the sale takes place. The Client will agree that the member does not allow internal netting of the trades executed by the clients.

7. Conditions under which, a client may not be allowed to take further position or situation where the member may close out the existing positions of client :

A. Additional Exposure for client:

As a normal practice, limits will be allowed to the clients based on Risk Management Policy of company and all clients will be bound by the exposures given on the basis of policy. For the clients reference, Risk Management Policy is available from the member's registered office.

Client will not be allowed to take further positions once the above limits have been exhausted. In case of exceptional case, the decision will be taken by the management and the same will be communicated to the risk management department.

Client should note that the, giving additional exposure to client is at the sole discretion of the management and decision of the management will be final.

B. Close out of existing position of client

Client's position will be closed out under the following instance:

Non receipt of payment before pay-in obligation

The above instance is not exhaustive, but merely illustrative in nature.

C. Futures and Options Segments

Non receipt of payment before pay-in obligation;

Excessive MTM loss;

Shortfall of Margin

The above instances are not exhaustive, but merely illustrative in nature.

8. Temporary Suspending and closing a client account at a client request:

A. Temporary suspension of client's account:

A client if desires, may request the member to suspend his account provided following procedure is followed:

A written request from client stating the reason for temporary suspension and Period of suspension.

Client should take note that the at time of reactivation of the account; member reserves the right to ask for fresh details for the purpose of

KYC, in the wider interest to comply with prudent practice to company with the relevant regulations.

B. Closing of client's account:

A client if desires may close his account maintained with the member after servicing notice of 30 days. Member will complete the procedure for closure of account within 15 days of receipt of the written notice. On completion of this process, member will inform the client by written letter or designated email or any other communication.

Account closure procedure will be completed within 15 days, provided there is no debit balance in client's account and there are no outstanding issues between the 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 these agreement shall continue to

subsist and vest in / be binding on the respective parties or his / her / it's respective heirs, executors, administrators, legal representatives or successors, as the case may be.

9. De-registering a client:

The Company may de-register a client after 30 days notice as required by the member client agreement. While taking any such decision, the company will guided by the relevant regulations.

10. Inactive accounts:

The client who has not traded with member for more than a year will be treated as inactive accounts. To activate the same the client has to send written request to member requesting him to reactivate the account. At the time of reactivation of the account, member reserves the right to ask for fresh details for the purpose of KYC, in the wider interest to comply with prudent practice of the member along with the relevant regulations.

I have read the contents of the company's policies and agree to abide by it.

 **Client's Signature**

Client's Name _____

Client's Code _____

Date _____

NON-MANDATORY

The client need not execute this document if he / she / it does not wish to use the below mentioned facility.

THE CLIENTS ARE REQUIRED TO NOTE THAT THE BELOW MENTIONED CLAUSES ARE NOT MANDATORY AS PER THE EXCHANGE/ SEBI REQUIREMENTS BUT ARE BINDING ON THE CLIENT IF THEY WANT TO AVAIL THE SERVICES OF BANHEM SECURITIES PRIVATE LIMITED HEREINAFTER CALLED (THE MEMBER). THE CLIENTS MAY REVOKE ANY OR ALL THE CLAUSES OF THIS DOCUMENTS BY COMMUNICATING IN WRITING AND IN SUCH AN EVENT THE MEMBER RESERVES A RIGHT TO TERMINATE SOME OR ALL THE SERVICES PERMITTED TO THE CLIENTS.

ADDENDUM - NSE CASH/ DERIVATIVE SEGMENT

ADDENDUM TO THE MEMBER - CLIENT AGREEMENT EXECUTED ON _____, 20____
PURSUANT TO AMENDMENTS MADE BY SEBI VIDE ITS CIRCULAR NO. SEBI/MIRSD/DPS-1/Cir-31/2004
DATED 26-AUGUST -2004

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

1. In this agreement, unless the context specifies otherwise, reference to the singular includes a reference to the plural and vice versa and reference to any gender includes reference to all other gender. Heading is given for convenience only.
2. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Bye-Laws and Regulations of the Exchange and circulars issued there under.
3. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye-Laws of the relevant stock exchange that may be in force from time to time.
4. The Client hereby authorised Member to accept verbal instructions for placement / modification /cancellation or orders and Client expressly agree that once the trade confirmations sent by the Member and / or and Contract note is accepted by Client for a particular trading day there shall be no question in relation to execution or non-execution, inappropriate execution of any of the orders placed by client for a particular day.
5. The client agrees that the member may require the client at any time during the Subsistence of these presents to open one or more accounts for normal trading or for Accounts maintained for money / securities lending / borrowing or for any other purpose. The Client agrees that the debit / credit for all the transaction may be effected in this / these accounts or between such accounts in any manner deemed fit by the member and the client shall ratify the same.
6. The shares shall be delivered by the Clearing House(s) to the client's demat account on payout date subject to clear account balance with the Member. Failure of which the Member will be entitled to sell the shares and the loss if any shall be to the Clients's account.
7. All debits/charges incurred by the Member due to bad/short/delayed deliveries made by the Client shall be fully recovered by the Member from the Client
8. The Client agrees that the Member shall not be liable or responsible for non execution of order placed through terminal / website / webex / Mobile / IML or through any other mode due to the failure of any system to link or due to unforeseen circumstances or due to any other reason whatsoever. The member also reserves the right of refusing to execute any particular transaction.
9. The Client authorizes Member to retain order confirmation / modification / cancellation / trade confirmation slips and to send it to him only on specific request being made in this regard.
10. The Clients agree that the order placed / modified / cancelled by him / her should not be noted in the order book and that as same is time consuming affair and may lead to loss due to non-execution of the orders in time due to the formalities involved. When the client places a request to cancel any orders the cancellation of that order is not guaranteed. The order will only be cancelled if the clients request for cancellation is received and the order is successfully cancelled before it is executed. The client shall not be entitled to presume any order as having been executed cancelled until a confirmation from the Trading Member is received by the client.

Client's Signature

Client's Signature

11. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the Client shall ipso facto stand cancelled.
12. The Client agrees to be bound by the guidelines, including the rules pertaining to the adjustment of shortages in Client's position in securities transacted on behalf of the clients, by the Member either through orders placed through the use of the e-broking services of the Member or otherwise as may be issued by the Member from time to time. In case of internal shortage of securities, any entry passed to the account of the client in accordance with the practice consistently followed by the Member across all its Clients shall be binding on the Client.
13. The Client shall deposit with the Member monies, securities etc. and money in the running account of the Client with the Member may be treated as margin received by the Member from the Client. The Client authorises the Member to pledge the securities with the exchange or with any Bank to margin / capital adequacy requirement of the Member. The Client Further authorises the Member to sell these securities to recover any dues payable by the client to Member. The Client warrants that all or any securities deposited / transferred by him with the Member in respect of Margin / deposit requirement or otherwise, are owned by him and that the title thereof is clear and free from all encumbrances
14. The Trading Member agree that the money / securities deposited by the clients shall be kept in a separate account, distinct from his / her / it's own account or account of any other client and shall not be used by the member for itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars / Exchanges Rules / Regulations / Bye-laws and circulars.
15. The Client agrees that any failure by member to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate, so as to bar the exercise or enforcement thereof at any subsequent time or times.
16. The Client agrees to collect the Contracts Notes, Bills, Statement of Account for fund & securities & Margin statement for the deal executed and in case of non collection, the Member may dispatch the contract notes through ordinary post, courier, fax, e-mail or through any other mode at the address mentioned in these agreement or at any other address expressly informed to the Member by the Clients and it shall be deemed to be effective delivery of the contract note to the clients. The Client agrees to abide by operational procedures laid down by the Member regarding dispatch of Contracts Notes, Bills, Statement of Account for fund & securities & Margin statement and any changes made in these procedures from time to time.
17. The Client's shall indemnify and keep indemnified the member harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, changes and / or expenses that are occasioned or may be occasioned to the Member directly or indirectly as a result of bad deliveries of shares / securities and /or a result of fake / forged / stolen shares / securities/ transfer documents that are introduced or that may be introduced by or through the Clients during the course or its dealings / operations on the Exchange.
18. **RIGHT OF SET OFF**
The member shall have the right to set off the balances of the client with the Member in any account(s) in any segment / exchange with respect to money and securities. All monies Securities or other property which member may hold on clients account shall be held subject to a general lien for the discharge of client obligation to the member. These adjustments may be done by passing a journal entry. Bank entry or any other manner or fashion that the member deem fit without the client's specific confirmation. The Client authorizes member to square off his/ her / it's outstanding position in cash and derivative segment pursuant to the authorization contained herein shall be proper, valid and effectual discharge of client's obligation for such squaring off the out standing position in cash & derivative segment.
19. The Client agrees to immediately furnish information to the Member in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him or any order passed by SEBI debarring him / her from carrying any activity in any stock exchange.
20. In the event of death or insolvency of the Client or his / it's otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the Client has ordered to be bought or sold, the Member may close out the transaction of the Client and claim losses, if any, against the estate of the Client. The Client or his successors, heirs and assigns shall be entitled to any surplus, which may result there from.
21. Information about default in payment / delivery and related aspects by a Client shall be brought to the notice of the relevant stock exchange (s). In case where defaulting Client is a corporate entity / partnership / proprietary firm or any other artificial

- legal entity, then the name(s) of director(s) / promoter(s) / Partner(s) / proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).
22. The Member shall ensure due protection to the Client regarding Client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the Client with whom and for whom it may have had transactions in securities. All claims / entitlements arising due to issues of rights / warrants / other benefits, due to early pay-in/excess pay-in or securities lying in margin account or retention of client's securities by member for any reasons, in such cases all the claims / entitlement or disputes arising due to above or due to any other circumstances must be settled within 15 days of the closure of the issue and thereafter the claims / entitlements to such issue of rights / warrants / other benefits, shall be deemed to have lapsed.
23. The Member and the Client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
24. In addition to the specific rights set out in this Agreement, the Member and the Client shall be entitled to exercise any other rights which the Member or the Client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under or Rules and Regulations of SEBI.
25. The Member hereby undertakes to maintain the details of the Client as mentioned in the Client registration form or any other information pertaining to the Client in confidence and that it shall not disclose the same to any person / authority except as required under any law/regulatory requirements; Provided however that the Member may so disclose information about its / his Client to any person or authority with the express permission of the Client.
26. The client shall not indulge in any sub-broking activities nor issue bills / contracts / confirmation notes to anyone else for the trade done on the BSE.
27. The Clients agree that all fines / penalties and charges levied on Member due to his / her transactions / deeds / actions may be recovered by Member from his / her account.
28. Any instructions and / or notice required to be served shall be in writing and shall be sufficiently served if sent by the registered post acknowledgment due, by facsimile transmission, by email or it is personally delivered.

29. **TAPE RECORDING OF CLIENT CONVERSATION**

The Client is aware that the Member or sub-broker tape-records the conversation between the Clients or the Client's representative and the Member or Sub-broker, either personally or over the telephone, and the Client hereby Specifically permits the member or Sub-broker to do so. Such electronic recordings may be relied upon by the member or Sub-Broker as and when required to resolve dispute in connection with the trading transaction.

30. **SEVERABILITY**

In the event of any provisions of this Agreement being held to be or becoming invalid, unenforceable or illegal for any reason such invalidity, unenforceability or illegality shall attach only to such provision or condition, and this Agreement shall remain otherwise in full force a part from the said provision, which will be deemed deleted. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein.

31. **NO WAIVER**

Any failure and/or delay on the part of the Member to insist on strict compliance/exercise with any of the terms, conditions, provisions, powers and/or rights in this Agreement or a continued course of such conduct shall at no time operate as waiver, in full/part, of such terms, conditions, provisions, powers and / or rights. All such powers, remedies and/or rights are cumulative and not exclusive to any other powers, remedies and/or rights that the Member may otherwise have.

32. **FORCE MAJEURE**

The Member shall not be responsible for any losses, costs or damages resulting directly or indirectly from:

Any action, omission, suspension of trading decision or ruling of any exchange or regulatory, governmental or other body or of any other person which is beyond the Member's control (including floor broker, exchange, dealing or clearing house) or

- i) Any war, strike, lock-out, natural disaster, act of terrorism, delay in postal services or any other delay or inaccuracy in the transmission of orders or other information, or any breakdown, failure or malfunction beyond the control of the Member of any telecommunication or computer system.

The above Force Majeure events do not exempt the client to fulfill the obligations in his account with the Member.

33. SETTLEMENT OF CLAIMS

For the illegal acts or unfair trade practices of the Clients, if the Exchanges levies any penalty or fine or any other loss that may be suffered by the Member due to suspension of the Membership of the Member, the member shall pass on the said penalty or fine or exemplary damages that are levied by the Exchange to the Client which shall be paid / adjusted from the balances, if any, of the Client lying with the Member.

34. AMENDMENT

The Member may from time to time amend the agreement if required, for complying with any change in statute, Regulation or with the requirements of any competent authority or if required under its corporate policies subject to authentication by the client. The same shall be intimated to the Client by the Member directly or through the Sub-broker in writing through letter from time to time, which shall be part and parcel of this agreement. In case the Client continues to deal with the Sub-broker affiliated to the Member subsequent to the intimation of such amendments, it shall be deemed that the Client is agreeable to the new clauses. However the Client has the right to terminate the agreement through communication in writing by giving one month notice subject to the meeting of the financial and other obligations under this agreement.

35. INVESTMENT ADVICE

- a) The Client acknowledges that the Member shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment.
- b) The Client agrees that in the event of the Member or any employee or official of the member providing any information, to the Client, the Client may act upon the same at the sole risk and cost of the Client, and Member shall not be liable or responsible for the same.
- c) The Client assumes full responsibility with respect to his investment decisions and transactions.
- d) The Member, its officer, directors, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the clients.
- e) The client shall always keep himself abreast of all requirements to be complied by him under various laws including the foreign exchange management Act 1999 where applicable and rules, regulations directions, circulars notification or guidelines issued under or

pursuant to the relevant laws, either by BSE / SEBI or any other regulatory authority.

36. ARBITRATION

The Client and Member agree to refer any claims and/or disputes to arbitration in the city of Mumbai only as per the Rules, Regulations & Bye-laws of the respective segment of the Exchange as amended from time to time and that this agreement is subject to exclusive jurisdiction of the Courts in Mumbai only. All disputes shall be determined in terms of the Rules, Buy-laws & Regulation of the Exchange or SEBI or Regulator.

37. The Client agrees to immediately notify the Member in writing if there is any change in the information in the 'Client registration form' provided by the Client to the Member at the time of opening of the account or at any time thereafter
38. The Client agrees to be bound by all changes or modifications that are made to this Agreement by the Member by Sending a notice to the Client at this last known address, at its sole and complete discretion.

39. JURISDICTION

All trades transactions and contracts are subject to Government notifications, any rules, bye-laws, regulations and guidelines issued by SEBI, Stock Exchange, Clearing Houses/Corporations, BOI shareholding Ltd. and any other stock lending intermediary that may be in force from time to time and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to this provisions.

40. The Member declares that it has brought the contents of the risk disclosure document to the notice of Client and made him/her/it aware of the significance of the said document. The Client agrees that:
 - a. He/She/It has read and understood the risks involved in trading on a stock exchange.
 - b. He/She/It shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the Client to understand the risk involved shall not render a contract as void or voidable and the Client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the Client chose to trade.

41. FOR CTCL INTERNET TRADING

- a. The client is aware that authentication

technologies and strict security measures are required for the internet trading through order routed system and undertakes to ensure that the password of the client and / or his authorised representative are not revealed to any third party.

- b. The Client agrees that the Member shall not be liable or responsible for non-execution of the order of the Client due to any link / system failure at the Client / Member / Exchange end.
- c. The Member shall also send the order / Trade confirmation through E-mail to the client at his request within 24 hours from the time of execution of order / trade on the Exchange, as the case may be. The Client agrees that the information sent by the Member by E-mail is deemed to be a valid delivery of such information by the Member.
- d. The Client is aware that the Member has provided on the Web site, a facility for reconfirmation of orders, which are larger than that specified by the Member's risk management, by the Member and is also aware that the Member has the discretion to reject the execution of such orders based on his risk perception.

42. DIGITALLY SIGNED CONTRACT NOTE, STATEMENT OF ACCOUNT FOR FUND & SECURITIES & MARGIN STATEMENT

- i). The Client hereby agrees and permits the member to provide digitally signed contract notes, Statement of Account for fund & securities & Margin statement through internet (Web-Based)
- ii). In consideration of the Member having agreed to provide the contract note Statement of Account for fund & securities & Margin statement through internet (Web based), both the parties to the agreement hereby covenant and agrees as follows:
 - (a) The client shall access the contract notes/confirmation of the trades executed on his/her/it's behalf on the trade date electronically. The client understands that it is his/her/it's responsibility to review all confirmations contract notes, Statement of Account for fund & securities & Margin statement, notice and other communication including but not limited to margin and maintenance call etc. All information contained therein shall be binding on the client if the client does not object either in writing or via electronic mail within 24 hours

after any such documents are available to the client.

- (b) Should the client experience any difficulty in opening a document electronically delivered by the member, the member may, on receipt of intimation from the client in that behalf make the required delivery by any other electronic means (e-mail, fax, electronic mail attachment, or in the form of an available download from the back office website) or in paper based format. Failure to advise the member of such difficulty within 24 hours after delivery shall serve as an affirmation that client was able to receive and open the said document.
- (c) The client agrees not to receive the contract in paper form the member provided however that in case when the member is not able to provide contract note to its clients through (Web based) electronic medium due to any unforeseen problem, the member should ensure that the contract note reaches to client in physical form as per the time schedule stipulated in the Bye-Laws, Rule and regulation of the exchange.
- (d) The Client shall take all necessary steps to ensure confidentiality and secrecy of the login name and password Unless the client lodges a complaint with the member as to his/her/it's inability to access the system it would be presumed that contract notes and all have been properly delivered.
- (e) The Client agrees that the member fulfils its legal obligation to deliver to the client any such document if sent via electronic delivery.
- (f) The client agrees to abide by the arbitration proceedings as per the annexure to the agreement.
- (g) In the event of non-receipt of bounced mail notification by the member, it shall be constructed as the contract notes, Statement of Account for fund & securities & Margin statement having been delivered at the email ID of the Client.
- iii). The Client hereby agrees to complete the necessary formalities that are required to be completed with regards to the provisions of the information Technology Act, 2000 and the procedure prescribed for receiving the e-contract notes from the Member in respect of the

trades/transactions done through the terminal of the NSE.

- iv). The Client shall provide the e-mail id to enable the Member to send the e-contract notes, bills, Statement of Account for fund & securities, Margin statement report, Securities Transaction Tax (STT) reports, letters, circulars, notices issued by the NSE/SEBI/ any other government authority etc., from time to time to His/her/It's through the software installed at Member's end and the client shall initially download Signature Verifier utility or any other software as may be advised by the Member from time to time on His/her/It's computer and the same shall be used for receiving, viewing, storing the e-Contract notes, Bills, Statement of Account for fund & securities, Margin statement, Reports, Letters, Circulars, Notices, Securities Transaction Tax Report, etc., that shall be sent by the Member from time to time in respect of the trades/transactions/transfer of securities that have been executed by His/her/It's through the terminal of the Member.
- v). The Client shall be responsible to retrieve and retain the e-Contract notes, Bills, Statement of Account for fund & securities, Margin statement, Reports, Letters, Circulars, Notices, Securities Transaction Tax Report, etc., in electronic form through e-mail id. The Member shall upon written request of the client may provide /forward the e-Contract notes, Bills, Statement of Account for fund & securities, Margin statement, Reports, Letters, Circulars, Notices, Securities Transaction Tax Report, etc., in respect of the relevant period required by the client to the e-mail id of His/her/It's. The Client shall be solely responsible for unauthorized access of His/her/It's e-mail and subsequent tampering of the e-Contract notes, Bills, Statement of Account for fund & securities, Margin statement, Reports,

Letters, Circulars, Notices, Securities Transaction Tax Report, etc., that are sent by the Member to the e-mail id of the client from time to time.

43. The Member and the Client agree to abide by rules framed under Anti Money Laundering (AML) standards / combating Financing of Terrorism (CFT) / obligations of securities market intermediaries under the Prevention of Money Laundering Act, 2002 and Rules framed there - under and SEBI's Circular No.ISD/AML/CIR-1/2010 dated 12th Feb 2010.
44. The Clients agree that the member may at any time during the subsistence of these presents, without requirement of issuing any notice to the Clients assign transfer or otherwise alienate, by executing an agreement or in any other manner, all or any of its rights and/or obligations in terms of this agreement to any persons or entity including, but not limited to their affiliates, associates or sister companies and the rights and obligations of the member under this Agreement or any amendment or modification hereto shall vest and ensure for such assignee without any further act, deed, matter or thing and the Clients agree to the same.
45. These Agreement can be altered amended and/or modified by the parties mutually in writing without derogating from the content of these agreement provided however, if the right and obligation of the parties hereto are altered by virtue of changes in Rules and regulations of SEBI or Bye Laws, rules & regulations of relevant stock Exchange, such changes shall be deemed to have been incorporated herein in modification of the right and obligation of the parties mentioned in these agreement.
46. The agreement along with addendum shall fort with terminate / if the trading member for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the trading member's default, death, resignation or expulsion or if the certificate issued by the board is cancelled.

Signed for and on behalf of

MEMBER: Banhem Securities Private Limited

Client's Code: _____

Client's Name: _____

Adviser/Manager/Authorised Signatory

 **Client's Signature**

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

You will specifically recognise my / our right to terminate this document, in such eventuality, you may terminate such special facility.

NON-MANDATORY

The client need not execute this document if he / she / it does not wish to use the below mentioned facility.

Running Account Authorisation

Date : _____

To,

BANHEM SECURITIES PRIVATE LIMITED

Veena Chambers, 21, Dalal Street, Fort, Mumbai 400001.

Dear Sir,

Maintenance of my account on a running account basis.

Notwithstanding anything contrary contained in the agreement between me/us, I / We hereby request you to maintain my / our account, both securities and funds, with you on running account basis to be settled on monthly / quarterly interval. This will facilitate me / us in my / our transactions through you. I / We also authorized you to retain the requisite securities / funds towards such obligations and may also retain the funds expected to be required to meet margin obligation for next 5 trading days, calculated in the manner specified by the exchanges. I / We agree to bring any disputes arising from the settlements of account or settlement so made to the notice of the broker preferably within 7 working days from the date of receipt of fund / securities or settlement, as the case may be. I / We agree that no interest will be payable to me/ us on credit balance being in my / our running account with you, for NSE cash segment / derivative segment / other segments.

I/ We have noted the following :

- a) This authorization must be renewed at least once a year ending on March 31. The above authorization is applicable from the date of signing the Agreement till the end of that financial year I / We understand that this authorization will be revoked if not renewed every year.
- b) The authorization shall be signed by the me / us only and not by any authorized person on my / our behalf or any holder of the Power of Attorney.
- c) I / We may revoke the authorization by giving 15 days notice in writing to you.

Thanking you,

Yours faithfully,

 Client's Signature

Name of Client: _____

Client's Code: _____

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NON-MANDATORY

The client need not execute this document if he / she / it does not wish to use the below mentioned facility.

ECN (Electronic Contract Notes) Letter

Date: _____

To,

BANHEM SECURITIES PRIVATE LIMITED

Veena Chambers, 21, Dalal Street, Fort, Mumbai 400001.

Dear Sir,

Mandate to issue Contracts in Digital Format, Ledger Account of Fund & Securities & Margin Statements etc.

I/We hereby authorize you to send all my digitally signed electronic contract notes/bills, statement of accounts/ledgers for fund & securities done on NSE, in digital/electronic form on my Email ID given below. I/We would be bound to treat it/them as a acknowledged.

I/We hereby agree and consent to accept the contract notes for transaction carried on by me/us in digital form subject to the conditions given below. In terms of the agreement entered into between me/us, in Digital forms, Digital contracts issued by you as per the terms and conditions specified shall be binding on me/us. I/We undertake to check the contract notes and bring the discrepancies to your notices within 24 hours of such issuance of contract notes. My non- verification or not accessing the contract notes on regular basis shall not be a reason for disputing the contract note any time. This instruction to issue digital contract note is applicable with immediate effect. I/we am / are aware of the Annexure – 1 under the head clarifications to Annexure –A of SEBI circular No.MIRSD/SE/Cir-19/2009 dated December 03,2009,which stating under point no.13 that 'for all Prospective Clients e-mail id should be created / provided by the investor only'

Accordingly, I/We hereby give my/our email ID created by me/us for this purpose.

My/Our Email ID is (1) _____

My/Our alternative Email ID is (2) _____

I/We hereby agree and confirm to verify the information/document that are sent on email and/or upload on the said website regularly and the same shall be deemed to be received by me/us (vide SEBI circular ref. No. SEBI/SMD/SE/15/2003/29/04 dated April 29,2003, regarding issuance of contract note/bill, statement of ledger/accounts in digital/electronic form and also to disseminate the same on the website for easy access to the Investor.)

I / We hereby agree to verify the statement of accounts and communicate to you in writing any errors and/or differences if any, found in the said accounts within seven days from the date of receipt of emails from you. In absence of any written communication from my/ our side with in the said period, it shall be deemed to be construed that the same is confirmed by me/ us as true and correct in all respect.

If there is any change in my/our email ID or in the name or in the residential/correspondence address, the same shall be intimated to you in writing through physical letter within reasonable period of time. In respect of internet clients, the request for change of email id may be made through the secured access by way of client specific user id and password.

I/We have noted the following :

The authorization shall be signed by the me/us only and not by any authorized person on my behalf or any holder of the Power of Attorney.

Thanking you

Yours faithfully,

 Client's Signature

Name of the Client: _____ Client's Code: _____

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NON-MANDATORY

The client need not execute this document if he / she / it does not wish to use the below mentioned facility.

Authority Letter

Date: _____

To,
BANHEM SECURITIES PRIVATE LIMITED
Veena Chambers, 21, Dalal Street, Fort, Mumbai 400001.

Dear Sir,

I am / We are regularly Trading with you for Cash and Derivative Market in NSE. I / We hereby authorise you to do following on my / our behalf:

1. You are requested to accept all my/our buy / sell orders over the telephone / emails / myself / ourselves or

Mr. /Ms. _____

or

Mr. /Ms. _____

Who is duly authorized by me / us, and thus no need to take our orders in writings every times. All such orders and trades will be binding on me / us.

2. I / We do not require your order modification / confirmation / cancellation slips and trade confirmation slips. Your Contract Notes provides me / us full details as required by me / us.
3. I / We hereby authorise the undersigned

Mr. / Ms. _____

and

Mr. / Ms. _____

to collect & acknowledge on my / our behalf the Bills, contract notes, margin statements, ledger account of both fund & securities and cheques of my / our daily transactions.

Specimen Signatures of Authorized Signatories are as under

(Name: _____) (Name: _____)

Yours faithfully,

 Client's Signature

Client's Name: _____ Client's Code: _____

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Mutual Fund Service System Facility
(Letter to be provided by the Investor to the participant)

Date: _____

To,

Sir,

Sub: Mutual Fund Service System (MFSS) facility

I/We _____ am/are

registered as your client with Client Code No. _____ and have executed the Trading Member and Client Agreement for the purpose of trading in the Capital Market segment of National Stock Exchange of India Ltd. (Exchange).

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

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

I/We are willing to abide by the terms and conditions as mentioned in the various Circulars issued and as may be specified by the Exchange from time to time in this regard.

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

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

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

Thanking you,

Yours faithfully,

 Client's Signature

ACKNOWLEDGEMENT LETTER

Date: _____

BANHEM SECURITIES PRIVATE LIMITED

Veena Chambers, 21, Dalal Street, Fort, Mumbai 400001.

To,

Dear Sir,

We are enclosing copies of following documents for client's registration showing your Unique Client Code (UCC).

1. Client Registration Form (KYC).
2. Stock Broker-Client Agreement(MCA).
3. Combined Risk Disclosure Document (RDD)
4. Proprietary Trade Letter.
5. Company Policies
6. Addendum to Agreement
7. Running Account Authorisation
8. ECN (Electronic Contract Notes) Letter.
9. Authority Letter.

10. Other documents such as _____

We request you to verify the same & acknowledge the same on the copy of this letter.

Thanking you,

Yours truly,

For **Banhem Securities Private Limited**

Director / Authorised Signatory

I / We acknowledge the receipt of the abovementioned documents.

 Client's Signature

Client Name _____

Client Code _____

Date _____

Request To Change DP / Bank Details

To,
BANHEM SECURITIES PRIVATE LIMITED
Veena Chambers, 21, Dalal Street, Fort, Mumbai 400001.

I/We request to change DP details recorded with you as under:

CLIENT DEMAT (DEPOSITORY) DETAILS

FOR NSDL (National Securities Depository Ltd.)	
Client Name	
Client ID	
DP Name	
DP ID	

FOR CDSL (Central Depository Service Ltd)	
Client Name	
Client ID	
DP Name	
DP ID	

BANK ACCOUNT PARTICULARS

(Through which Transaction will routed. Copy of a cancelled cheque / pass book / bank statement containing name of the constituent to be enclosed. In case of multiple account will used, Provide details of all.)

Bank Name		Branch	
Bank Address		Bank Account Type <input type="checkbox"/> Current <input type="checkbox"/> Savings <input type="checkbox"/> NRI <input type="checkbox"/> _____	
Bank Account No.		A/c. Opening Date	
MICR Code		IFSC Code	



Client's Signature

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

Client's Name _____

Client's Code _____

Date _____