

# PREMIER SHARES LTD.

Member : NATIONAL STOCK EXCHANGE OF INDIA LTD.  
: MCX - STOCK EXCHANGE LTD.

*Regd. Office :*

"SAHA COURT" 8, Ganesh Chandra Avenue,  
1st Floor, Kolkata - 700 013

Phone : 2225 4480 / 4483, Fax : 2236 5700



## CLIENT AGREEMENT FORM

NSE CAPITAL MARKET	INB 230885730
NSE FUTURE & OPTION (TM)	INF 230885730
MCX-SX CURRENCY DERIVATIVE (TM)	INE 260885730

### INTERNAL TRACK SHEET - FOR OFFICE USE

Date of receipt of Application set at H.O. _____	Name of Applicant _____
Verification of completeness ● Complete _____	Code allotted _____
● Incomplete _____	Group _____
Code allotment date _____	location _____
	Relationship Manager/ Authorised Person _____

## **GENERAL INSTRUCTIONS FOR FILLING UP AND COMPLETING THE FORM**

- ❖ Each client shall use one Form
- ❖ Fill up the Form legibly preferably in CAPITAL LETTERS.
- ❖ All columns are to be filled up.
- ❖ If the space provided in any column is short, separate sheet may be used.
- ❖ Sign in full on every page and wherever space for signature is provided in the Form.
- ❖ Overwriting, Corrections, etc require authentication.
- ❖ Originals of supporting documents shall be required for verification.
- ❖ Xerox copy of supporting documents shall be signed in original.

## **CAUTION ISSUED BY SEBI IN THE INTEREST OF INVESTORS**

- ❖ Deal only with /through SEBI registered intermediaries.
- ❖ Do not get carried away by advertisements promising unrealistic gains and windfall profits.
- ❖ Do not invest based on market rumours or unconfirmed or unrealistic news.
- ❖ Be aware that advice through television or print media does not mean that it is the opinion of the channel or publisher.
- ❖ Be extra cautious while using information available from media sources.
- ❖ Do not be guided by astrological predictions on share prices and market movements.
- ❖ Do not make investment decision on the basis of implicit / explicit promises made by anyone.
- ❖ Do not be unduly influenced by indicative returns.
- ❖ Do not be unduly influenced by Bull Runs / Bear Runs, while making investment decisions.

**Exclusive E.mail ID for redressel of Investor Complaints - [premiershares.admin@gmail.com](mailto:premiershares.admin@gmail.com)**

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Disclosure of Proprietary trading pursuant to SEBI Circular No.: SEBI/MRD/SE/Cir-42/2003 dated 19th Nov., 2003 and NSE Circular No. : NSE/INVG/PRE/2003/16 dated 25th Nov., 2003

**DISCLOSURE INFORMATION ( FOR PREMIER SHARES LTD. )**

To,  
All Clients

**Sub : Disclosure of Proprietary Trading**

Dear Sir / Madam,


We do hereby disclose that apart from client based trading, we also do proprietary based trading (self account) in ALL SEGMENTS of NSE in which we are members.

Thanks and best regards,

For PREMIER SHARES LTD.

Sd/ Authorised Person

I acknowledge the receipt of information given above by PREMIER SHARES LTD. that they do client based trading and Pro-Account trading

  
Signature of the Client

Client Name :

Trading Client Code :

Date :

MANDATORY

## DOCUMENTARY REQUIREMENTS

Self certified copies of the following documents ( Originals required for verification )

<b>FOR INDIVIDUALS CLIENTS</b>	
Proof of Identity	a) PAN Card b) Additional - any one of the following : Passport / Driving License / Voter's Identity Card
Proof of Address	Passport/ Voter ID/ Driving License/ Bank Passbook/ Rent Agreement/ Ration Card/ FI Maintenance Bill/ Telephone Bill / Electricity Bill/ Insurance Policy
Proof of Bank	Cancelled cheque containing preprinted name of the Client / Recent Bank Statement containing the name of the Client.
Proof of Demat	Demat Master issued by the DP / Recent holding statement containing the name of the Client
Financial Details	Compulsory for Trading in Derivatives Segment - Illustrative list I.T. Return / Annual Account / Form 16 in case of salary income/ Net worth / Salary Slip / Demat A/c Holding statement.
<b>FOR NON INDIVIDUALS CLIENTS</b>	
In All Cases	a) PAN Card b) Copies of the balance sheet, P&L A/c, Director's report and Auditor's report for the last 3 financial years (copies of annual report to be submitted every year) c) Cancelled cheque containing preprinted name of the Client / Recent Bank Statement containing the name of the Client. d) Demat Master issued by the DP / Recent holding statement containing the name of the Client
Company	a) Copy of latest share holding pattern including list of all those holding more than 5% in the share capital of the company, duly certified by the company secretary/ Wholetime director, MD/ CA (copy of updated shareholding pattern to be submitted every year) b) Certificate of Incorporation c) Memorandum and Articles of Association d) Form 18 (address proof) and Form 32 (copy of acknowledgement memo) with ROC e) A resolution of the Board of Directors approving trading in equity/derivatives and naming persons authorized to transact on its behalf. f) PAN, Address Proof and Photograph of Directors (at least two) and all Authorized Persons.
Partnership Firm	a) Copy of latest profit sharing ratio of all those holding more than 5% share in the profits duly certified by the partner(s) (copy of updated profit sharing ratio to be submitted every year) b) Registration certificate; c) Partnership deed d) An officially valid document in respect of the person to transact on its behalf, e) PAN, Address Proof and Photograph of Partners.
Proprietorship Firm	a) Copy of Trade License b) A declaration on the letter head of the firm in the specified format, c) An officially valid document in respect of the person to transact on its behalf.
HUF	a) HUF Deed/Declaration in the specified format, b) An officially valid document in respect of the person to transact on its behalf c) PAN, Address Proof and Photograph of Karta
Trust	a) List of Trustees certified by Managing Trustee/ CA b) Registration Certificate c) Trust Deed d) An officially valid document in respect of the person to transact on its behalf e) PAN, Address Proof and Photograph of Trustees

**MANDATORY**

## INDIVIDUAL CLIENT REGISTRATION FORM

*(This information is the sole property of the Trading Member / Brokerage house and would not be disclosed to any one unless required by law or except with the express permission of Clients.)*

### PREMIER SHARES LTD.

**Member :**

National Stock Exchange of India Ltd. (NSE)

"Saha Court", 8, Ganesh Chandra Avenue,

1st Floor, Kolkata - 700 013

Phone : 2225 4480 / 4483

Fax : 033-2236 5700

E-mail : premiershares@gmail.com

SEBI REGN. NO. INB 230885730

SEBI REGN. NO. INF 230885730

Please affix and  
sign across the  
Photograph

(individuals)

Name of the Client Mr./Mrs./Ms.			
Father /Spouse/Guardian Name			
Date of Birth		<b>Nationality</b>	
Sex	<input type="checkbox"/> Male <input type="checkbox"/> Female	<b>Marital Status</b>	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried
PAN No.		<b>Education</b>	
Residential Status	<input type="checkbox"/> India	<input type="checkbox"/> NRI	<input type="checkbox"/> Others
Residence Address			
City	<b>Pin Code</b>	<b>State</b>	
Country	<b>Mobile</b>		
Phone		<b>Fax</b>	
E-mail			
Occupation Details	<input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Housewife <input type="checkbox"/> Others		
Employment Details	<input type="checkbox"/> Employed <input type="checkbox"/> Self-Employed <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Others		
Name of Establishment / Employer			
Office Address			
City	<b>Pin Code</b>	<b>State</b>	
Country	<b>Phone</b>	<b>Fax</b>	
Nature of Business / Source of Income			
<b>Financial Details of the Constituent - Income Range (per annum) :</b>			
<input type="checkbox"/> Below Rs. 1,00,000/-	<input type="checkbox"/> Rs. 10,00,000/- to 5,00,000/-	<input type="checkbox"/> Rs. 5,00,000/- to 10,00,000/-	
<input type="checkbox"/> Rs. 10,00,000/- to 25,00,000/-	<input type="checkbox"/> Above Rs. 25,00,000/-		

**MANDATORY**

Signature ✓ \_\_\_\_\_

Bank Account Details ( Through which transactions will generally be routed )		
	First Bank details	Second Bank details
Bank Name		
Branch		
Address		
Account No.		
A/c Type	<input type="checkbox"/> SB <input type="checkbox"/> CA <input type="checkbox"/> NRI <input type="checkbox"/> Others	<input type="checkbox"/> SB <input type="checkbox"/> CA <input type="checkbox"/> NRI <input type="checkbox"/> Others
MICR No.		
IFSC Code		
(Copy of a cancelled cheque leaf / Pass Book / Bank Statement containing name of the constituent should be submitted.)		
Depository Account Details ( Through which the transactions will generally be routed )		
	First Demat A/c details	Second Demat A/c details
DP ID		
DP Name		
Client ID		
DP Address		
(Copy of proff of Damat A/c containing the name of the client, client ID, DP ID should be submitted.)		
Investment / Trading Experience		
<input type="checkbox"/> No Prior Experience _____ yrs. in Stock _____ yrs. in Derivatives _____ yrs. in other investment related fields.		
TRADING PREFERENCE		
Please specify the Exchange & Segments, on which you wish to trade by ticking & signing against the same :		
Exchange	Market Segment	Signature
1. National Stock Exchange of India Ltd.	CM <input type="checkbox"/>	✓
	F&O <input type="checkbox"/>	✓
2.	<input type="checkbox"/>	✓
Details of any action taken by SEBI / Stock Exchange / any other authority for violation of laws / other economic offences during the last 3 years		
Whether registered with any other Broker-Member (If registered with multiple members, provide details of all) :		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
Name of the Broker		
Name of Exchange		Client Code No.

MANDATORY

Signature ✓ \_\_\_\_\_

References - Introduction : Introduced by another constituent / director or employee of Trading member / any other person, please specify :

Name of the Introducer

Address of the Introducer

Passport / Voter ID Card / Driving Licence / PAN of Introducer

Place of Issue

Date of Issue

Phone No.

Signature

Attach photocopy of Passport, Voter ID Card, Driving Licence or PAN Card of the Introducer.

Name and Designation of the Employee who interviewed the client :

Name

Designation

Signature of the employee

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

✓ \_\_\_\_\_  
Signature of the Client

Place : \_\_\_\_\_

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

**MANDATORY**

## CLIENT REGISTRATION FORM FOR CORPORATES, HUF FIRMS AND OTHERS

( This information is the sole property of the Trading Member / Brokerage house and would not be disclosed to any one unless required by law or except with the express permission of Clients. )

### PREMIER SHARES LTD.

**Member :**

National Stock Exchange of India Ltd. (NSE)

"Saha Court", 8, Ganesh Chandra Avenue,

1st Floor, Kolkata - 700 013

Phone : 2225 4480 / 4483

Fax : 033-2236 5700

E-mail : premiershares@gmail.com

**SEBI REGN. NO. INB 230885730 SEBI REGN. NO. INF 230885730**

Name of the Company / Firm					
Constitution					
Registered Office Address					
City		Pin Code	State		
Phone					Fax
E-mail					
Address for Correspondence					
City		Pin Code	State		
Phone					Fax
E-mail					
Date of Incorporation / Formation		Date of Commencement of Business		CIN (Issued by MCA)	
Nature of Business					
Regn. Number		( with ROC, SEBI or any Govt. Authority )			
Date of Registration		Place of Registration		Registering Authority	
Certified Networth ( Excluding Revaluation Reserves ) Rs.					as on
Name (s) and Residential Address of Promoters / Partners / Karta		As per List attached on Page No. 9			
Name (s) and Residential Address of Whole time Directors		As per List attached on Page No. 9			
Names and Disignation of persons authorized to deal in securities / derivatives on behalf of the company / firm / others & their residential address					

**MANDATORY**

Signature ✓ \_\_\_\_\_

Details of any action taken by SEBI / Stock Exchange / any other authority against the constituent or its partners / Promoters / wholetime directors / authorised persons in charge of dealing in equities / F & o for violation of laws / other economic during the last 3 years

**Bank Account Details ( Through which transactions will generally be routed )**

	First Bank details	Second Bank details
Bank Name		
Branch		
Address		
Account No.		
A/c Type	<input type="checkbox"/> SB <input type="checkbox"/> CA <input type="checkbox"/> NRI <input type="checkbox"/> Others	<input type="checkbox"/> SB <input type="checkbox"/> CA <input type="checkbox"/> NRI <input type="checkbox"/> Others
MICR No.		
IFSC Code		

(Copy of a cancelled cheque leaf / Pass Book / Bank Statement containing name of the constituent should be submitted.)

**Depository Account Details ( Through which the transactions will generally be routed )**

	First Demat A/c details	Second Demat A/c details
DP ID		
DP Name		
Client ID		
DP Address		

(Copy of proff of Damat A/c containing the name of the client, client ID, DP ID should be submitted.)

**Investment / Trading Experience**

No Prior Experience \_\_\_\_\_ yrs. in Stock \_\_\_\_\_ yrs. in Derivatives \_\_\_\_\_ yrs. in other investment related fields.

**TRADING PREFERENCE**

Please specify the Exchange & Segments, on which you wish to trade by ticking & signing against the same :

Exchange	Market Segment	Signature
1. National Stock Exchange of India Ltd.	CM <input type="checkbox"/>	✓
	F&O <input type="checkbox"/>	✓
2.	<input type="checkbox"/>	✓

Whether registered with any other Broker-Member (If registered with multiple members, provide details of all) :

Yes  No

Name of the Broker		
Name of Exchange		Client Code No.

**MANDATORY**

Signature ✓ \_\_\_\_\_

<b>References - Introduction : Introduced by another constituent / director or employee of Trading member / any other person, please specify :</b>			
<b>Name of the Introducer</b>			
<b>Address of the Introducer</b>			
<b>Passport / Voter ID Card / Driving Licence / PAN of Introducer</b>			
<b>Place of Issue</b>		<b>Date of Issue</b>	<b>Phone No.</b>
<b>Signature</b>			
<b>Attach photocopy of Passport, Voter ID Card, Driving Licence or PAN Card of the Introducer.</b>			
<b>Name and Designation of the Employee who interviewed the client :</b>			
<b>Name</b>			
<b>Designation</b>			
<b>Signature of the employee</b>			

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

Place : \_\_\_\_\_

✓ \_\_\_\_\_  
 Authorised Signatory (with Company Seal)

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

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

**MANDATORY**

**DETAILS OF PARTNERS / KARTA / WHOLETIME DIRECTORS / INDIVIDUAL PROMOTERS / AUTHORISED PERSON**

DETAILS	FIRST	SECOND	THIRD	FOURTH	FIFTH	SIXTH
First Name						
Middle Name						
Last Name						
Name of Father / Husband						
Sex						
Date of Birth						
Educational Qualification						
Designation						
Experience						
PAN No. (Provide Copy)						
DIN NO. (In case of Directors)						
Equity Stake						
Residence Address (Provide Copy)						
Document for Residential Proof						
Contact Phone No.						
Photograph	Please affix and sign on the Photograph	Please affix and sign on the Photograph	Please affix and sign on the Photograph	Please affix and sign on the Photograph	Please affix and sign on the Photograph	Please affix and sign on the Photograph

Signature of the Client

## AGREEMENT BETWEEN TRADING MEMBER & CLIENT

This agreement is made and executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ between PREMIER SHARES LTD., a sole proprietary concern, being a member of the National Stock Exchange of India Ltd. (hereinafter called "the Exchange"), and having its Office at "Saha Court", 8, Ganesh Chandra Avenue, 1st Floor, Kolkata - 700 013 (hereinafter called "the trading member") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading member while trading in the Capital Market / F&O 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 trading member is registered as the trading member of the Exchange with SEBI registration number **INB 230885730** in the Capital Market segment; SEBI registration number **INF 230885730** in the F&O Segment.

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

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

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

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

Whereas the trading member and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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

**MANDATORY**

Signature ✓ \_\_\_\_\_

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

**MANDATORY**

Signature ✓ \_\_\_\_\_

11. The trading member shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
12. The trading member shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom it may have had transactions in securities.
13. The client and the trading member agree to refer any claims and / or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
14. The trading member hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
15. Information about default in payment / delivery and related aspects by a client shall be brought to the notice of the relevant stock Exchange(s). In case where defaulting client is a corporate entity / partnership / proprietary firm or any other artificial legal entity, then the name(s) of director(s) / promoter(s) / Partner(s) / proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).
16. The trading member and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
17. The trading member and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
18. The trading member and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued there under of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued there under.
19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
20. Where the Exchange cancels trade(s) suo-moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
21. This agreement shall forthwith terminate; if the trading member for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the trading member's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
22. The trading member and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in / be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
23. In addition to the specific rights set out in this Agreement, the trading member and the client shall be entitled to exercise any other rights which the trading member or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under or Rules and Regulations of SEBI.
24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under.
25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.

**MANDATORY**

Signature ✓ \_\_\_\_\_

26. The trading member hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person / authority except as required under any law / regulatory requirements; Provided however that the trading member may so disclose information about its his client to any person or authority with the express permission of the client.

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.

✓  
The client's Signature/ Authorised Signatory

Signed by :

Title :

Name of the client :

Witness :

1.

2.

✓  
The trading member's Signature/Authorised Signatory :

Signed by :

Title :

Name of the trading member :

**PREMIER SHARES LTD.**

Witness :

1.

2.

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

**MANDATORY**

## TRIPARTITE AGREEMENT BETWEEN TRADING MEMBER, SUB-BROKER AND CLIENT

This Agreement (hereinafter referred to as "Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_, by and between **PREMIER SHARES LTD.** (hereinafter referred to as "the trading member"), a sole proprietary concern and having its office at "Saha Court", 8, Ganesh Chandra Avenue, 1st Floor, Kolkata - 700 013 which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

**AND**

\_\_\_\_\_ (name of the sub- broker) (hereinafter referred to as "the sub-broker"), a \_\_\_\_\_ (type of entity) and having his / its office / registered office at \_\_\_\_\_

\_\_\_\_\_ (address), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/ her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Second Part ;

**AND**

\_\_\_\_\_ (name of the client of the sub-broker) (hereinafter referred to as "the client"), an individual/a \_\_\_\_\_ (type of entity) and having his / its residence/ office/ at \_\_\_\_\_

\_\_\_\_\_ (address) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/ her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Third Part ;

### WHEREAS

1. The trading member states that it is engaged, in the business of stock broking and is a Member of The National Stock Exchange of India Ltd., (hereinafter referred to as "the stock exchange") with SEBI registration Number(s) **INB 230885730 / INF 230 885730**
2. The sub-broker states that:
  - a) The sub broker is recognized by The National Stock Exchange of India Ltd. as a sub-broker affiliated to the trading member of the stock exchange with sub- broker SEBI registration Number (s) \_\_\_\_\_
  - b) The sub -broker is not affiliated to any other member of the same stock exchange,
  - c) The sub-broker has the necessary infrastructure like adequate office space, equipment and manpower to effectively discharge his/its activities.

\_\_\_\_\_  
Signature of Trading Member

\_\_\_\_\_  
Signature of Sub-Broker

\_\_\_\_\_  
Signature of Client

**MANDATORY**

3. The Client is registered with the sub-broker as a client for purpose of availing broking services through the sub-broker affiliated to the trading member and is desirous of investing/trading in those securities/contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under from time to time. A copy of the Client Registration form is annexed hereto.
4. Whereas the trading member has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and
5. Whereas the trading member has taken steps and shall take steps to make the client aware of the precise nature of the Trading member's/sub broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the trading member/sub broker acts.

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

1. The trading member and sub broker hereby acknowledge and confirm that the sub-broker is affiliated to the trading member and that the sub-broker shall within the scope of the authority given under these presents, be entitled to act as a 'sub-broker' within the meaning and subject to SEBI (Stock Brokers and Sub-Brokers) Rules, 1992 and SEBI (Stock Brokers and Sub-Brokers) Regulations 1992 (hereinafter referred to as the said "Rules" and "Regulations" respectively) as amended from time to time, for assisting the client in buying, selling or dealing in securities through the trading member.
2. The trading member, the sub-broker and the client agree that they shall abide by all the statutory responsibilities and obligations imposed on them by the rules, regulations and / or any other rules or regulations applicable to the trading member, the sub-broker and the client in general either framed by SEBI or by the relevant stock exchange /clearing corporation and/or any Government Circulars.
3. The trading member and the sub broker declare that they have brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that :
  - a. He has read and understood the risks involved in trading on a stock exchange.
  - b. He shall be wholly responsible for all his investment decisions and trades.
  - c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
  - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the trading member 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 trading member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/ Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
  - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
4. The Client agrees to pay to the trading member brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that trading member \ the sub-broker renders to the Client. The trading member agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye - laws of the relevant stock exchange/SEBI.
5. The trading member and the sub broker agree that they shall co-operate and help each other in redressing grievances of the client in respect of transactions routed through them and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/ to be received by the clients of sub-broker from the member and vice-versa.
6. The trading member shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.

\_\_\_\_\_  
Signature of Trading Member

\_\_\_\_\_  
Signature of Sub-Broker

✓  
\_\_\_\_\_  
Signature of Client

**MANDATORY**

7. The trading member agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the trading member for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/ guidelines/Exchanges Rules/Regulations/Bye -laws and circulars.
8. The trading member and the sub- broker agree that each of them shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through them and they shall not jointly or severally do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
9. The trading member agrees to inform the sub-broker/client and keep them apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the sub- broker/client to comply with such schedules/procedures of the relevant stock exchange.
10. The sub broker will provide assistance to trading member and client to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
11. The trading member shall issue, individually for each client of his sub broker, contract notes in the format prescribed by the relevant stock exchange. The sub-broker shall render necessary assistance to his client in obtaining the contract note from the trading member.
12. The trading member, the sub-broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
13. The client and the trading member agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
14. The trading member and the sub-broker hereby agree that they will assist and co- operate with each other in ensuring faster settlement of any arbitration proceedings arising out of the transactions entered into between them vis-a-vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings. In case of an award against a sub broker, if the sub broker fails to implement the award, the trading member shall be liable to implement the same and would be entitled to recover the same from the sub broker.
15. The trading member and the sub- broker hereby agree that all transactions in securities on behalf of the clients of the sub-broker shall be settled by delivery and/or payment, between the trading member and the client in accordance with the provisions of rules, bye -laws and regulations of the relevant stock exchange on which the transactions took place and subject to the procedures for settlement of transactions laid down by the relevant stock exchange from time to time.
16. Information about default in payment/delivery and related aspects by a client, including that of a sub broker as a client shall be brought to the notice of the relevant stock Exchange(s) by the trading member. In case where defaulting sub broker/client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/ Partner(s)/proprietor as the case may be, shall also be communicated to the relevant stock exchange(s) by the trading member.
17. The trading member, the sub- broker or the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties at their respective addresses mentioned below. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
18. In the event of sub broker terminating this agreement and/or termination of the agreement with the sub broker by the trading member, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the trading member and all clauses in the agreement governing the client and trading member shall continue to be in force as it is, unless the client intimates to the trading member his/its intention to terminate the agreement by giving a notice in writing of not less than one month.

\_\_\_\_\_  
Signature of Trading Member

\_\_\_\_\_  
Signature of Sub-Broker

\_\_\_\_\_  
Signature of Client

**MANDATORY**

19. This agreement shall forthwith terminate;
- (i) 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;
  - (ii) upon the demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or / withdrawal of recognition of the sub-broker by the stock exchange. Provided however, in such an event, the client shall be informed of such termination and the client shall be deemed to be the direct client of the trading member and all clauses in the agreement governing the client and trading member shall continue to be in force as it is, unless the client intimate to the trading member or the trading member intimates to the client his/ its intention to terminate the agreement by giving one month notice in writing.
20. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
21. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, trading member may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.
22. Without prejudice to the trading member's other rights (including the right to refer a matter to arbitration), the trading member shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing -out shall be charged to and borne by the client.
23. The trading member and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued there under of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued there under.
24. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, member shall be entitled to cancel the respective contract(s) with client(s)
25. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
26. The client agrees to immediately notify the trading member/sub broker in writing if there is any change in the information in the 'client registration form' provided by the client to the trading member/sub broker at the time of opening of the account or at any time thereafter.
27. The client agrees to abide by the exposure limits, if any, set by the trading member or by the Exchange or Clearing Corporation or SEBI from time to time.
28. In addition to the specific rights set out in this Agreement, the trading member, the sub-broker and the client shall be entitled to exercise any other rights which the trading member, sub broker 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.
29. The trading member and the sub-broker hereby undertake to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that they shall not disclose the same to any person / authority except as required under any law/regulatory requirements: Provided however that the stock broker or sub-broker may so disclose information about his client to any person or authority with the express permission of the client.
30. The client agrees to immediately furnish information to the trading member in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.

\_\_\_\_\_  
Signature of Trading Member

\_\_\_\_\_  
Signature of Sub-Broker

\_\_\_\_\_  
Signature of Client

**MANDATORY**

31. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under.

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

Member	Sub-broker	Client
(Full name, details of membership of the stock exchange and address)	(Full name, details of membership of the stock exchange and address)	(Full details and address)
<b>PREMIER SHARES LTD.</b> "Saha Court", 8, Ganesh Chandra Avenue, 1st Floor, Kolkata - 700 013		

\_\_\_\_\_  
Signature of Trading Member

\_\_\_\_\_  
Signature of Sub-Broker

✓\_\_\_\_\_  
Signature of Client

Witness :

1.

Witness :

1.

Witness :

1.

2.

2.

2.

**MANDATORY**

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

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

NSE /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 /SEBI endorsed or passed any merits of participating in the trading segments. This brief statement does not disclose all the risks, and other significant aspects of trading.

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

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

It must be clearly understood by you that your dealings on NSE through a member shall be subject to your fulfilling certain formalities set out by the member, which may inter alia include your filling the know your client form, client registration form, execution of an agreement, etc., and are subject to the Rules, Byelaws and Regulations of NSE and its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by NSE or its Clearing Corporation and in force from time to time.

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

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

**1. BASIC RISKS**

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

**1.2 Risk of Lower Liquidity :** Liquidity refers to the ability of market participants to buy and/or sell securities / F&O contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities / F&O contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities / F&O contracts purchased or sold. There may be a risk of lower liquidity in some securities / F&O contracts as compared to active securities / F&O 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.

**MANDATORY**

✓ Signature \_\_\_\_\_

- 1.2.1 Buying or selling securities / F&O contracts as part of a day trading strategy may also result into losses, because in such a situation, securities / F&O contracts may have to be sold / purchased at low / high prices, compared to the expected price levels, so as not to have any open position or obligation to deliver or receive a security / F&O contract.
- 1.3 **Risk of Wider Spreads** : Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a security / F&O contract and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid securities / F&O contracts. This in turn will hamper better price formation.
- 1.4 **Risk-reducing orders** : The placing of orders (e.g., "stop loss" orders, or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.
- 1.4.1 A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security / F&O contract.
- 1.4.2 A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.
- 1.4.3 A stop loss order is generally placed "away" from the current price of a stock / F&O contract, and such order gets activated if and when the security / F&O contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the security / F&O contract reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security / F&O contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.
- 1.5 **Risk of News Announcements** : News announcements that may impact the price of stock / F&O contract may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.
- 1.6 **Risk of Rumours** : Rumours about companies / currencies at times float in the market through word of mouth, newspapers, websites or news agencies, etc. The investors should be wary of and should desist from acting on rumours.
- 1.7 **System Risk**: High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation.
- 1.7.1 During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations.
- 1.7.2 Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security / F&O contract due to any action on account of unusual trading activity or security / F&O contract hitting circuit filters or for any other reason.
- 1.8 **System/Network Congestion** : Trading on NSE is in electronic mode, based on satellite/leased line based communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/ network, which may be beyond control and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

MANDATORY

✓ Signature \_\_\_\_\_

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

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

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

**2.3 Risk of Option holders :**

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

**2.4 Risks of Option Writers :**

- 1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
- 2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

### 3. GENERAL

- 3.1 **Commission and other charges** : Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.
- 3.2 **Deposited cash and property** : You should familiarise yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which has been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the member, the same shall be subject to arbitration as per the byelaws/regulations of the Exchange.
- 3.3 For rights and obligations of the clients, please refer to Annexure-1 enclosed with this document.
- 3.4 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a member for the purpose of acquiring and/or selling of derivatives contracts through the mechanism provided by NSE.
- 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 and who holds a registration certificate from SEBI.

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

✓ \_\_\_\_\_  
Customer Signature

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

Date :

**MANDATORY**

## INVESTORS' RIGHTS AND OBLIGATIONS

- 1.1 You should familiarise yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the Cash Market / F&O market 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 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 or its Clearing Corporation.
- 1.2 Before you begin to trade, you should obtain a clear idea from your member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
- 1.3 You should exercise due diligence and comply with the following requirements of the NSE 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 and whether they are enabled to trade may be verified from NSE website ([www.nseindia.com](http://www.nseindia.com)).
  - 1.3.2 Demand any such information, details and documents from the member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.
  - 1.3.3 Furnish all such details in full as are required by the member as required in "Know Your Client" form, which may also include details of PAN or Passport or Driving License or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by NSE/ SEBI at any time, as is available with the investor.
  - 1.3.4 Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of NSE or its Clearing Corporation from time to time, because this may be useful as a proof of your dealing arrangements with the member.
  - 1.3.5 Give any order for buy or sell of a security / derivatives contract in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the member.
  - 1.3.6 Ensure that a contract note is issued to you by the member which contains minute records of every transaction. Verify that the contract note contains details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code allotted to you and showing the brokerage separately. Contract notes are required to be given/ sent by the member to the investors latest on the next working day of the trade. Contract note can be issued by the member either in electronic form using digital signature as required, or in hard copy. In case you do not receive a contract note on the next working day or at a mutually agreed time, please get in touch with the Investors Grievance Cell of NSE, without delaying.
  - 1.3.7 Facility of Trade Verification is available on NSE website ([www.nseindia.com](http://www.nseindia.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.

**MANDATORY**

✓ Signature \_\_\_\_\_

- 1.3.8 Ensure that payment of funds against settlement is given to the concerned member within one working day prior to the date of pay-in announced by NSE or its Clearing Corporation. Payments should be made only by account payee cheque in favour of the firm/company of the trading member and a receipt or acknowledgement towards what such payment is made be obtained from the member.
- 1.3.9 In case pay-out of funds is not received on the next working day after date of pay-out announced by NSE or its Clearing Corporation, please follow-up with the concerned member for its receipt. In case pay-out is not received as above from the member within five working days, ensure that you lodge a complaint immediately with the Investors' Grievance Cell of NSE.
- 1.3.10 Every member is required to send a complete 'Statement of Accounts', for both settlements and margins, to each of its constituents, at such periodicity as may be prescribed from time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof, to the member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell of NSE, without delaying.
- 1.3.11 In case of a complaint against a member, you should address the complaint to the Office as may be specified by NSE from time to time.
- 1.4 In case where a member surrenders his membership, NSE 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, ensure that you lodge a claim with NSE /Clearing Corporation within the stipulated period and with the supporting documents.
- 1.5 In case where a member is expelled from trading membership or declared a defaulter, NSE 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, ensure that you lodge a claim with NSE within the stipulated period and with the supporting documents.
- 1.6 Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/Bye -laws and the scheme under the Investors' Protection Fund (IPF) may be payable as prescribed by SEBI.

**Notes :**

1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a trading member of NSE for the purpose of buying and / or selling of securities / F&O contracts through the mechanism provided by NSE.
2. The term 'member' shall mean and include a trading member or a broker or a stock broker, who has been admitted as such by NSE and who holds a registration certificate from SEBI.
3. The term 'contract' refers to a F&O contract and the term 'underlying' refers to the underlying index / stock of such contract.

✓ Signature \_\_\_\_\_

**MANDATORY**

## POLICIES & PROCEDURES

### A) Refusal of Orders for Penny Stocks :

Penny stocks are thinly traded shares of small companies which are traded infrequently and having very low volume. Stock Exchange also, from time to time, releases a list of illiquid securities advising trading members to exercise additional due diligence while trading in these securities. These securities may also be called as "Penny Stock".

The Member reserves the right to refuse to take orders for such "Penny Stock".

### B) Setting up Client's Exposure Limits :

The Member reserves the right to set, impose and vary limits on the orders that the client can place through the trading system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc.) without prior notice. The order/exposure limits may vary from time to time, client to client depending upon the margins, client, and financial status of the client as well as market condition.

### C) Applicable brokerage rate

The brokerage rate applicable may vary from client to client depending on the category of the client i.e. HNI, Corporate or Retail and the risk /trading profile of the client. Brokerage rates may also differ for different securities and/or classes of securities and/or different type of trades and/or different trading segments for the same client.

The brokerage rate initially fixed for a new client may increase/decrease in course of time with the mutual consent. However the brokerage rate shall not exceed the maximum as specified by the Exchange/SEBI.

### D) Imposition of penalty / delayed payment charges

The Member reserves the right to charge penalty / delayed payment charge to any client, at the rate not exceeding 18% p.a. to its clients for delayed/overdue payment, to discourage the client to do such acts.

The Member shall pay interest at the same rate as above for delayed/overdue payment, if member fails to make payment within one working day after payout, to those clients who had not opted for running account settlement or clients who had opted for running account but had specifically requested to make payment.

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

The Member reserves the right to liquidate / close out all or any of the client's securities / positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out against the client's liabilities / obligations. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the client.

### F) Shortages in obligations arising out of internal netting of trades :

If there are shortages due to internal netting of client positions, the position of both the clients would be squared off by taking exchange's auction price for that particular security in that particular settlement. The netting off will be done on FIFO basis for internal shortages.

In absence of Exchange Auction price, the highest closing price from T day (i.e.trading day) to T+3 (i.e., Auction day) will be considered in place of Exchange Auction price.

In case of security having corporate action, fair & equitable adjustment shall be made.

**MANDATORY**

✓ Signature \_\_\_\_\_

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

The member reserves the right to refuse a client to take further position or close the existing position of the client. The conditions under which such actions may be taken by member include:

- 1) Client's margin not adequate vis a vis exposure of the client.
- 2) Sudden changes in margin requirement of Exchange
- 3) Reduction in value of margin of the client for reasons such as fall in the price of securities given as margin or increase in hair cut
- 4) Taking further position will violate any rules, regulations or by-laws of Exchange or SEBI.
- 5) Exiting position violates any rules, regulation or by-laws of Exchange or SEBI.
- 6) Member not having sufficient exposure limit for whatsoever reason
- 7) If the ledger of a client shows continuous debit balances and the dues are not settled by the client.

**H) Temporarily suspending or closing a client's account at the client's request :**

The account of the client shall be temporarily suspended or closed on receipt of written request from the client specifying the reasons to close the account. The member on being satisfied with the reasons given, shall suspend or close the account of that client after effecting the settlement of the account.

Accounts suspended on client's request can be reactivated only after receiving a written request from the client.

**I) Deregistration of a client:**

The conditions under which the Member may deregister a client include:

- 1) On receipt of the specific request from the client to deregister himself and to close his accounts.
- 2) On account of client remaining inactive for three financial years reckoned from the end of the financial year in which the client has traded.
- 3) On account of death or insolvency of the client.
- 4) On account of breach of terms and conditions of the agreement by the client.
- 5) On account of any action taken by SEBI/ Exchange/ any other statutory authority against the client.

On the happening of the above, the account of a client is deregistered after effecting settlement of the accounts and securities of the client.

**J) Inactive accounts :**

The account of a client who do not trade and remain inactive for eight consecutive calendar quarters reckoned from the end of the calendar quarters in which the client has traded shall be declared "inactive account" and will be temporarily suspended.

The Member reserves the right to ask for any documents in support of current address, bank account, demat account, financial status, etc before reactivating such inactive accounts.

**Client Acceptance of Policies and Procedures stated herein above :**

I/We have fully understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses in this document under any circumstances whatsoever. These Policies and Procedures may be amended/changed by giving 15 days notice by the broker, provided the change is informed to me / us through any one or more means / methods. I/we agree never to challenge the same on any grounds including delayed receipt/non- receipt or any other reason whatsoever. These Policies and Procedures shall always be read along with the agreement and shall be compulsorily referred to while deciding any dispute/difference or claim between me/us and PSL before any court of law/judicial/adjudicating authority including arbitrator/mediator, etc.

✓

\_\_\_\_\_  
Signature of Client

**MANDATORY**

## NON-MANDATORY DOCUMENTS

- ❖ The following documents are non-mandatory.
- ❖ These documents are not part of SEBI's Uniform Documentary Requirements but may be/ are required for any special facility/arrangement, operational convenience and smooth trading & settlement.
- ❖ The Client has an option to reject or refuse to execute any or all of these documents or strike out any clause(s) of any of these documents.
- ❖ The Client also has a right to terminate any special facility/arrangement initially undertaken, anytime by giving a 72 hours notice in writing.
- ❖ Any clause in non-mandatory documents which is, at any time, in contravention of any of the clauses in the mandatory documents, as also Rules, Regulations, Bye-laws, directives and guidelines of SEBI / Exchange shall be null & void.

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## AUTHORITY LETTER FOR RUNNING ACCOUNT OF FUNDS AND SECURITIES

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

To,

**PREMIER SHARES LTD.**

"Saha Court", 8, Ganesh Chandra Avenue,  
1st Floor, Kolkata - 700 013

Dear Sir,

I/We am/are aware that as per the SEBI/ Exchange requirements, the settlement of funds/securities shall be done within one working day of the payout. However, I/we request you to kindly keep my/our account as a running account, which will entail that securities and funds due to me/us on payout shall be withheld with yourselves on ongoing basis to be utilized for meeting my/our settlement / margin obligations as and when required and given to me/us only on demand. I/We understand and agree that :

1. The authorization shall be renewed at least once a year and shall be dated.
  2. I/We can revoke this running account authorization at any time by giving a notice in writing.
  3. You shall transfer the funds / securities lying in my/our credit within one working day of the request if the same are lying with you and within three working days from the request if the same are lying with the Clearing Member/ Clearing Corporation.
  4. I/we understand and agree that no interest will be payable to me/us on the funds/ securities so retained with you.
  5. I/we also confirm that the funds/securities so held/retained by you should be considered as margin deposit / collateral.
  6. I/we also agree that the actual settlement of fund and securities shall be done by me/us, at least once in a calendar quarter or month and the statement of account for the same will be provided to me by PREMIER SHARES LTD.
- My preference for settlement of running account is -     Monthly     D Quarterly
7. I/we agree that fund given towards collaterals/margins in form of bank guarantee (BG) / Fixed Deposit Receipts (FOR) may not be periodically settled.
  8. If outstanding obligations/positions exists on the running account settlement date, I/we agree that
    - a) In respect of derivatives market transactions, the Member may, apart from margin liability as on the settlement date, retain additional margins ( upto 75% of margin liability on the date of settlement) to take care of any margin obligation arising in next 5 days or as permitted by the Exchange from time to time.
    - b) In respect of cash market transactions, the Member may retain entire pay-in obligation of funds & securities due from me/us as on the date of settlement.
  9. I/we agree/understand that there shall be no inter-client adjustment for the purpose of settlement of the running account.
  10. I/we shall bring any dispute arising from the statement of account or settlement so made to the notice of the Trading Member within 7 working days from the date of receipt of funds/securities or statement.

Yours truly,

✓

\_\_\_\_\_  
Signature of Client

Note : The letter shall be signed by the client only and not by any authorized person on his behalf or any holder of the Power of Attorney

**NON-MANDATORY**

OTHER TERMS & CONDITIONS

1. The CLIENT undertakes not act as a sub-broker / authorized person without prior written permission of the Member / Exchange and without obtaining certificate of registration from SEBI.
2. The trading and other instructions given by the CLIENT or his/its authorized representative, verbally in person or telephonically or through any other means either express or implied, to the Member for facilitating and carrying out trading shall be deemed to have been given in writing and shall be binding on the Client.
3. The CLIENT agrees and hereby authorizes the Member to confirm the trade details verbally and not to provide the order confirmation/modification/cancellation slips and trade confirmation slips.
4. The CLIENT agrees and hereby authorizes the Member to deliver various documents such as contract note / bill / statement / cheque, etc. to any person authorized by the Client or to post such documents to his / her / its registered address.
5. The CLIENT agrees and hereby authorizes the Member to transfer the shares directly from one settlement ( in which shares were purchased ) to another settlement ( in which shares were sold )
6. The CLIENT agrees that in case of delayed / short delivery, the Client is exposed to the risk of the sold shares getting auctioned / squared off.
7. The CLIENT agrees and hereby authorizes the Member to record any conversation between Client and Member, either originating from or terminating at the office / branch / dealing room of the Member, without prior notice. Such recording may be used to resolve disputes.
8. The CLIENT agrees that placing an order with the Member does not guarantee execution of the order in spite of confirmation by the Member of receipt of the order and the Member shall not be liable for any losses, damage or claims on account of non-execution of any order placed.
9. The CLIENT agree to indemnify the Member for any loss / penalty / claim / cost arising from any fraudulent / illegal trades, like circular trading, insider trading, executed by or on behalf of the Client by the Member in good faith.
10. The CLIENT agrees that the Member shall not be held responsible for any shutdown or slowdown of the Trading System due to any link failure or system fault at the Member / Exchange end or due to any natural or man-made calamities, strike, etc. Any losses, actual or notional, arising out of such an eventuality due to late/non communication of the Client's order to the Member and/or late / non-execution of Client's order will entirely belong to the Client. The CLIENT further agrees that it will accept the price at which the order was actually executed in the trading system / Exchange which may vary from the price prevailing when the order entered into the Member's system except for "Limit Orders"
11. Investment in securities carries risk and notwithstanding any recommendation made by the Member the CLIENT will take buy/sell decisions after evaluating such risks and shall not hold the Member or any of its employee or representative liable for any loss arising from such purchases / sales.
12. The CLIENT agrees to indemnify the Member for any claim or losses arising from trade in securities held jointly by the Client with any other person (s).
13. The CLIENT agrees that all decisions with regard to the margins required and the exposure/trading limits shall be decided by the Member at its sole discretion and no reasons thereof are required to be given.
14. The CLIENT agrees that the Member shall not be responsible for any losses, costs, damages resulting directly or indirectly from delay or default in the performance of its / their obligations due to contingencies beyond the control of the Member such as fire, flood, civil commotion, earthquake, war, strikes, national disaster, act of terrorism, system / computer failure or government / regulatory actions.

✓  
\_\_\_\_\_  
Signature of Client

**NON-MANDATORY**

## ISSUE OF CONTRACT NOTES AND OTHER DOCUMENTS IN ELECTRONIC FORM

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

To,

**PREMIER SHARES LTD.**

"Saha Court", 8, Ganesh Chandra Avenue,  
1st Floor, Kolkata - 700 013

Dear Sir,

This is with reference to the agreement entered into with you for trading in the Cash Market(CM) and / or Derivative (F & O) segment of NSE and the facility offered to receive the Contract Notes and other documents in electronic form.

I/We hereby confirm and certify that I / we am / are fully aware of the provisions of the Information Technology Act, 2000 and the rules & regulations as framed by NSE & SEBI in this regard.

In this connection, I/we give our consent and authorize you to send the digitally signed Contract Notes / Statement of Funds / Statement of Securities / Ledger / Margin Statements / Confirmations / any other documents and correspondence to my/our email id as given hereunder :

Primary Id
Additional / Optional Id

I/We agree that digitally signed Contract Notes (ECN) / Statements / Documents / Correspondence sent to my/our email id as above shall be binding upon me/us and shall be deemed to have been given as if in the paper form.

I/We agree that it will be my / our responsibility that my / our email account is active and mail box is not full.

I/We agree that non-receipt of bounced mail notification by you in respect of any email sent to my/our email id as above shall be considered as received by me/us.

I/We undertake to check the ECNs and bring the discrepancy, if any, to your notice within 24 hours of such issuance. My/ our non-verification or not accessing the ECNs on regular basis shall not be a reason for disputing the Contract Notes at anytime.

I/We understand that whenever the ECNs have not been delivered or has been rejected, you shall send a physical contract note.

I/We am also aware that ECNs will also be available on a designated website in a secured way for which access will be given to me/us by providing User ID and Password.

I/We agree that you shall not be responsible for the non-receipt of the contract note / documents / statements / ledger / confirmation / correspondence by me/us due to any change in the email id /address not intimated to you in writing.

I/We confirm that this mandate has been given at our discretion and I/we have the right to terminate this mandate anytime by giving a notice in writing.

Yours truly,

✓

\_\_\_\_\_  
Signature of Client

Note : The letter shall be signed by the client only and not by any authorized person on his behalf or any holder of the Power of Attorney

**NON-MANDATORY**

## DECLARATION

To,

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

**PREMIER SHARES LTD.**

"Saha Court", 8, Ganesh Chandra Avenue,  
1st Floor, Kolkata - 700 013

Dear Sir,

With reference to the agreement entered into with you, and my/our registration as client of **PREMIER SHARES LTD.**, for trading in the capital market and/or derivative segment of NSE, I/We hereby affirm and declare that :

- a) I/We am/are neither acting as a sub-broker nor as an agent on behalf of any entity and all transactions which will be executed by you shall be my/our proprietary trades.
- b) I/We have been informed that besides client based brokerage business, you are also engaged in proprietary trading.
- c) I/We have received a copy of **Combined Risk Disclosure Document**, both for CM and F&O Segment and a copy of **Investors' Rights And Obligation** and have read, noted and understood the contents of these documents.
- d) I/we have noted the exclusive E-mail id for redressel of investors' complaints.
- e) I/We are familiar with and understand the rules & regulations of NSE / NSCCL / SEBI so far the same are related to my / our trading in the derivative segment and unconditionally agree to pay the initial margin, additional margin, any other margin, premium, mark to market loss, final settlement loss, interim & final exercise settlement value in respect of all my/our index / stock options contract(s) & index / stock futures contract(s) as and when due and / or required by the member.

Yours truly,

✓

\_\_\_\_\_  
Signature of Client

### DECLARATION FOR MOBILE NUMBER

**VOLUNTARY**

To,

**PREMIER SHARES LTD.**

"Saha Court", 8, Ganesh Chandra Avenue,  
1st Floor, Kolkata - 700 013

Dear Sir / Madam,

Client Name :	
Trading Client Code	Date :

I,..... having PAN No..... do hereby declare that my Mobile Number is..... Further, I authorise Premier Shares Ltd. (hereinafter referred to as "PSL") that the same may be used for giving me any information / alert / sms/call.

I / We under take to PSL and confirm to use my / our own judgement in taking a call and execute trade in the identified security(s) according to my / our financial strength / capabilities and shall not hold PSL responsible for any loss suffered by me/us on account of executing or omitting to execute any trades in pursuance of the SMS alert(s) and / or investment advises sent by PSL.

I / We further declare that the above mentioned statement is true and correct.

Thankingyou,

Yours faithfully,

\_\_\_\_\_

Signature of the Client

## LETTER FOR AUTHORIZED SIGNATORIES

To,

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

**PREMIER SHARES LTD.**

"Saha Court", 8, Ganesh Chandra Avenue,  
1st Floor, Kolkata - 700 013

Dear Sir,

Please find below a list of authorized signatories to represent us, their authority including but restricted to :

1. Placing/ modifying/ cancelling orders on our behalf
2. Acknowledging contract notes/other documents issued by you to us.
3. Communicating changes in our KYC details
4. All other communications from us to you

Sl. No.	Name of the Signatory	Signature	Relation, in any

Thank you,

✓

\_\_\_\_\_  
Signature of Client

**NON-MANDATORY**

## NSE-MFSS Facility

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

To,

**PREMIER SHARES LTD.**

"Saha Court", 8, Ganesh Chandra Avenue,  
1st Floor, Kolkata - 700 013

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 am/are willing to abide by the terms and conditions as mentioned in the Circular dated 24 November 2009 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 Scheme 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,

✓

\_\_\_\_\_  
Signature of the Client

## Details of terms & conditions for the Investor/Client for using New MFSS facility

1. Pre-requisites for becoming investor / Client for the New MFSS facility
  - 1.1. The Client who is desirous of investing in units of mutual fund schemes through the New MFSS.
  - 1.2. The Client intends to execute his instruction for the subscription/redemption of units of Mutual Fund Schemes through the Participant of the New MFSS.
  - 1.3. The Client has satisfied itself of the capacity of the Participant to deal in Mutual Fund units and wishes to execute its instruction through the Participant and the client shall from time to time continue to satisfy itself of such capability of the Participant before executing transaction through the Participant.
  - 1.4. The Client has approached to the Participant with the application for availing the New MFSS facility.
  - 1.5. The Client has submitted relevant KYC ( Know Your Client ) details to the Participants.
2. Terms and Conditions
  - 2.1. The Client shall be bound by circulars issued by NSEIL, Rules, Regulations and circulars issued there under by SEBI and relevant notifications of Government authorities as may be in force from time to time.
  - 2.2. The Client shall notify the Participant in writing if there is any change in the information in the client registration form' provided by the client to the Participant at the time registering as a client for participating in the New MFSS or at any time thereafter.
  - 2.3. The Client shall submit to the Participant a completed application form in the manner prescribed format for the purpose of placing a subscription order with the Participant.
  - 2.4. The Client has read and understood the risks involved in investing in Mutual Fund Schemes.
  - 2.5. The Client shall be wholly responsible for all his investment decisions and instruction.
  - 2.6. The Client shall ensure continuous compliance with the requirements of the NSEIL, SEBI and AMFI.
  - 2.7. The Client shall pay to the Participant fees 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 Participant renders to the Client.
  - 2.8. The Client will furnish information to the Participant 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.
  - 2.9. In the event of non-performance of the obligation by the Participant, the Client is not entitled to claim any compensation either from the Investor Protection Fund or from any fund of NSEIL or NSCCL.
  - 2.10. In case of any dispute between the Participants and the investors arising out of the MFSS facility, NSEIL and / or NSCCL agrees to extend the necessary support for the speedy redressal of the disputes.

Signature ✓ \_\_\_\_\_

**Voluntary information provided by the client in relation to the Prevention of Money Laundering Act, 2002**

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

If Business / Profession : Nature of business : \_\_\_\_\_

Industry : \_\_\_\_\_

- A) Do any of your relatives or directors / promoters / partners / authorized persons have an account with **PREMIER SHARES LTD.**  Yes  No

If yes, please give details hereunder

Name of Relative / Director etc.	Relation / Designation	UCC (Client Code)
1.		
2.		
3.		

- B) Are you or any of your relatives or any of your directors / promoters / partners / authorized persons affiliated to any Company / Partnership Firm / Trust etc.  Yes  No

If yes, please give details hereunder.

Name of Relative / Director etc.	Entity Affiliated to	Relationship	Particulars
1.			
2.			
3.			

- C) Are you or any of your relatives or any of your directors / promoters / partners / authorized persons have any relation / connection with any political person in India / abroad  Yes  No

If yes, please give details hereunder.

Name of Relative / Director etc.	Person connected to	Relationship	Particulars
1.			
2.			
3.			

- D) Do you intend to invest in the stock market with own or borrowed funds  Yes  No

If borrowed funds, then please give details hereunder

Sources of Funds	Amount
1.	
2.	
3.	

I / We confirm that the details furnished above are true and correct to the best of my / our knowledge and belief and / We undertake to inform **PREMIER SHARES LTD.** of any changes therein immediately.

I / We further undertake to immediately inform **PREMIER SHARES LTD.** if I/We an / are convicted under any grounds or any action is taken against me / us by any Regulator / Authority.

Place : \_\_\_\_\_

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

✓  
\_\_\_\_\_  
Signature of the Client

## ANTI-MONEY LAUNDERING (AML) - COMBATING FINANCING OF TERRORISM (CFT) WHAT YOU MUST KNOW - FAQs

Help us in preventing money laundering / terrorist financing.....Your assistance really matters us.

Ever wondered why the Broker is asking you certain personal information which has hitherto never been called for? Such information can include documents evidencing source of funds/ income tax returns/ bank records etc. By providing this information to the Broker, at the time of account opening and subsequently as and when required, you are actually assisting the efforts in prevention of money laundering / terrorist financing. Here are the details, presented in the form of frequently asked questions (FAQs) to let you know how.

### **What is Money Laundering?**

Money Laundering is the process by which criminals attempt to hide and disguise the true origin and ownership of the proceeds of their criminal activities, thereby avoiding prosecution, conviction and confiscation of the criminal funds. The term Money Laundering is also used when the funds are used for terrorist financing, though the origin of the funds may be legitimate.

Money-laundering has acquired a global character that not only threatens security, but also compromises the stability, transparency, and efficiency of financial systems. Money-laundering techniques are becoming more sophisticated and complex with each passing day.

The objective of AML & CFT Program is to prevent financial intermediaries from being used as a tool for the purpose of Money laundering & terrorist financing and to preserve the integrity of the Financial system.

In response to mounting concern over money laundering, the Financial Action Task Force on money laundering (FATF) was established by the G-7 Summit in Paris in 1989 to develop a co-ordinated international response. One of the first tasks of the FATF was to develop Recommendations, 40 in all, which set out the measures national governments should take to implement effective anti-money laundering programmes.

### **How much money is laundered per year?**

The IMF has stated in 1996 that the aggregate size of money laundering in the world could be somewhere between two and five percent of the world's gross domestic product.

Using 1996 statistics, these percentages would indicate that money laundering ranged between USD 590 billion and USD 1.5 trillion. However it must be said that overall it is absolutely impossible to produce a reliable estimate of the amount of money laundered and therefore the FATF does not publish any figures in this regard.

### **How is money laundered?**

In the initial - or placement - stage of money laundering, the launderer introduces his illegal profits into the financial system. This might be done by breaking up large amounts of cash into less conspicuous smaller sums that are then deposited directly into a bank account, or by purchasing a series of monetary instruments (cheques, money orders, etc.) that are then collected and deposited into accounts at another location.

After the funds have entered the financial system, the second - or layering - stage takes place. In this phase, the launderer engages in a series of conversions or movements of the funds to distance them from their source. The funds might be channelled through the purchase and sales of investment instruments, or the launderer might simply wire the funds through a series of accounts at various banks across the globe. This use of widely scattered accounts for laundering is especially prevalent in those jurisdictions that do not co-operate in anti-money laundering investigations. In some instances, the launderer might disguise the transfers as payments for goods or services, thus giving them a legitimate appearance.

Having successfully processed his criminal profits through the first two phases the launderer then moves them to the third stage - integration - in which the funds re-enter the legitimate economy. The launderer might choose to invest the funds into real estate, luxury assets, or business ventures.

### **Where does money laundering occur?**

Money laundering can occur practically anywhere in the world. Generally, money launderers tend to seek out countries or sectors in which there is a low risk of detection due to weak or ineffective anti-money laundering programmes.

### **How does money laundering affect business, economic development & society at large?**

Money laundering damages the integrity of the financial institution, entire society and undermines democracy and the rule of the law as it rewards corruption and crime.

There is a damping effect on foreign direct investment when a country's commercial and financial sectors are perceived to be subject to the control and influence of organised crime. Fighting money laundering and terrorist financing is therefore a part of creating a business friendly environment which is a precondition for lasting economic development.

The possible social and political costs of money laundering, if left unchecked or dealt with ineffectively, are serious. Organised crime can infiltrate financial institutions, acquire control of large sectors of the economy through investment, or offer bribes to public officials and indeed governments.

The economic and political influence of criminal organisations can weaken the social fabric, collective ethical standards, and ultimately the democratic institutions of society.

#### **How does fighting money laundering help fight crime?**

Targeting the money laundering aspect of criminal activity and depriving the criminal of his ill-gotten gains means hitting him where he is vulnerable. Without a usable profit, the criminal activity will not continue.

#### **What should individual governments be doing about it?**

A great deal can be done to fight money laundering, and, indeed, many governments have already established comprehensive anti-money laundering regimes. These regimes aim to increase awareness of the phenomenon - both within the government and the private business sector - and then to provide the necessary legal or regulatory tools to the authorities charged with combating the problem.

Some of these tools include making the act of money laundering a crime; giving investigative agencies the authority to trace, seize and ultimately confiscate criminally derived assets; and building the necessary framework for permitting the agencies involved to exchange information among themselves and with counterparts in other countries.

#### **What are Local regulations on AML/CFT?**

- a) Prevention of Money Laundering Act, 2002 (PMLA) came in to force with effect from July 01, 2005 read with the Prevention of Money Laundering (Amendment) Act, 2009.
- b) SEBI Guidelines on PMLA vide circular issued in January 2006 followed by latest Master circular issued in February 2010.
- c) Exchanges have also issued Guidelines on PMLA to be followed by all registered intermediary.

#### **How is Money Laundering defined under PMLA 2002?**

Section 3 of the Prevention of Money Laundering Act (PMLA) 2002 defines the "Offence of Money Laundering" as:

"Whosoever directly or indirectly attempts to indulge or knowingly assists or knowingly is party or is actually involved in any process or activity connected with the **proceeds of crime** and projecting it as untainted property shall be guilty of the offence of money laundering."

"**Proceeds of crime**" has been defined in Section 2 of the PMLA as the property derived or obtained directly or indirectly by any person, as a result of criminal activity relating to a scheduled offence or the value of such property.

"**Scheduled Offences**", as per section 2 of PMLA, are specified in two parts of the schedule to PMLA. The value involved in offences specified in Part B should be Rs. 30 lakhs or more.

#### **Why KYC/AML Policy for Market Intermediary?**

SEBI has instructed all Market Intermediary to adopt a KYC/AML Policy

- a) To prevent criminal elements from using the Capital Market for money laundering activities
- b) To enable the Broker to know/understand the customers and their financial dealings better, which in turn would help the Broker to manage risks prudently.
- c) To put in place appropriate controls for detection and reporting of suspicious activities in accordance with applicable laws/laid down procedures.
- d) To comply with applicable laws and regulatory guidelines.
- e) To take necessary steps to ensure that the concerned staff is adequately trained in KYC/AML procedures.

#### **What are the obligations of Market Intermediary under PMLA 2002?**

Section 12 of PML Act 2002, places certain obligations on every banking company, financial institution and market intermediary, which include:

- a) Maintaining a record of prescribed transactions.
- b) Furnishing information of prescribed transactions to the specified authority (Financial Intelligence Unit-India (FIU-IND)).
- c) Verifying and maintaining records of the identity of its clients.
- d) Preserving records in respect of a, b, c above, for a period of 10 years from the date of cessation of transactions with the clients.

### What is Financial Intelligence Unit-India (FIU-IND)?

FIU-IND is a central, national agency, set up by Government of India on 18th November, 2004, responsible for receiving (and as permitted, requesting), analyzing and disseminating to the competent authorities, disclosures of financial information (i) Concerning suspected proceeds of crime and potential financing of terrorism, or (ii) Required by national legislation or regulation, in order to combat money laundering and terrorist financing.

### What are the transactions to be reported by Market Intermediary to FIU-IND?

- a) All cash transactions of the value of more than Rs.10 lakhs or its equivalent in foreign currency.
- b) All series of cash transactions integrally connected to each other, which have been valued below Rs.10 lakhs or its equivalent in foreign currency (excluding individual transactions below Rs.50,000/- in the reporting) where such series of transactions have taken place within a month and the aggregate value of such transactions exceeds Rs.10 lakhs.
- c) Counterfeit currency transactions.
- d) Suspicious transactions.

### What are suspicious transactions?

Rule 2(1)(g) of PMLA-2002 defines suspicious transactions as:

A transaction whether or not made in cash which, to a person acting in good faith-

- (a) gives rise to a reasonable ground of suspicion that it may involve the proceeds of crime; or
- (b) appears to be made in circumstances of unusual or unjustified complexity; or
- (c) appears to have no economic rationale or bonafide purpose; or
- (d) gives rise to a reasonable ground of suspicion that it may involve financing of activities relating to terrorism.

Place : \_\_\_\_\_

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

\_\_\_\_\_  
Client Sign

### PREMIER SHARES LTD. - POLICY / DECLARATION ON AML / CFL

1.	AMI Policy	We have in place written policy & procedure as per guidelines issued by SEBI/Exchange
2.	Know Your Customer (KYC)	We have in place system for identification of our clients including KYC documentation.
3.	Maintenance of Records	We update the client profile on a regular basis.
4.	Screening against negative lists	We have in place record maintenance and retention procedures as prescribed. We screen the client database to ensure that it is not held by or linked to anyone included in the specified list.
5.	Risk Assessment	We have in place system to place clients into high, medium & low risk category and apply enhanced due diligence for clients that pose a higher risk.
6.	Clients of Special Category	We have in place policy to place clients of special category such as persons with political link, non residents, Trusts, NGOs, closely held Companies, etc. in high risk category.
7.	Monitoring, Identification & Reporting of Suspicious Transactions	We have in place, systems and procedures for monitoring, detection and reporting of suspicious transactions to the relevant authorities.
8.	Audit	We are subject to inspection by SEBI/Exchange. Additionally we are periodically audited by an independent internal auditor that assesses AML policies and procedures too.
9.	Principal Officer	Designated Principal Officer- Sunil Kumar Tibrewal (Senior Executive)

**IN PERSON VERIFICATION :**

Client Particulars *			
Name		UCC	
Signature		PAN	

**Verification Particulars**

Location		Date	
Verification By			
Name		Confirm meeting the client in person and taking his signature as above. Further checked with the photograph attached with in the Client Registration Form and also verified the original PAN card and address proof	
Signature			
Designation			

**Acknowledgement by Client :**

I hereby confirm having met the authorised person of **M/s. PREMIER SHARES LTD.** as above and received the following :

- a) UCC ( Client Code allotted )
- b) Copy of Client Registration Form alongwith Constituent Agreement / Tripartite Agreement, Risk Disclosure Documents and all other documents which are mandatory under Uniform Documentary requirements prescribed by SEBI.
- c) Copy of all other letters, documents and agreements exchanged / signed voluntarily to ensure smooth trading & settlement.

Place : \_\_\_\_\_

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

✓ \_\_\_\_\_  
Client's Signature

## BROKERAGE CHARGE SHEET

### BROKERAGE DETAILS

Exchange / Segment		%	Min. per Share
NSE CM	Delivery		
	Squareup		
NSE F&O			Min. per Share
	Index Future		
	Stock Future		
			Min. per Lot
	Index Options		
	Stock Options		

Note : Brokerage on "Options" shall be charged on the premium amount only.

### FOR OFFICE PURPOSES :

Unique Client Code	
Original documents verified by	
Website tally of PAN number done by	
In Person verification done by	

**ACKNOWLEDGEMENT OF RECEIPT****VOLUNTARY**

To,

**PREMIER SHARES LTD.**

"Saha Court", 8, Ganesh Chandra Avenue,  
1st Floor, Kolkata - 700 013

Dear Sir / Madam,

Sub : Acknowledgement of receipt of copy of client Registration Form, Member Constituent Agreement, Risk Disclosure document and other documents executed

This has reference to my / our aforesaid trading account with you. In this connection I / we hereby acknowledge the receipt of a copy of Client Registration Form, Member Constituent Agreement, Risk Disclosure document and other Documents executed by me/us in favour of the Company.

Further, I/we have also agreed and understood all the mandatory and voluntary clauses of the aforesaid agreements.

\_\_\_\_\_  
Signature of the Client

Client Name :	
Trading Client Code	Date :