

Form No. :	461
Client Code :	12070900
DP ID :	
Branch Code :	
Sub-broker Code :	

**AFFLUENCE**

**AFFLUENCE SHARES AND STOCKS PRIVATE LIMITED**

# AFFLUENCE SHARES AND STOCKS PRIVATE LIMITED

Registered Office : 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden,  
Prahaldnagar, Satellite, Ahmedabad - 380 051. • Phone : +91 79 6777 6555 • Fax : +91 79 6777 6556  
Email: info@affluencetrade.com Website: www.affluencetrade.com

Member: NSE, BSE

Depository Participant : CDSL

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Phone : +91 79 6777 6555 • Fax : +91 79 6777 6556

Email: info@affluencetrade.com • Website: www.affluencetrade.com

Member: NSE, BSE

Depository Participant : CDSL

## MEMBERSHIP & SEBI REGISTRATION NO.

Exchange	Membership No.	Segment wise SEBI Reg. No. and Date					
		CASH		F&O		CURRENCY	
NSE	14691	INB 231469132	21/12/2012	INF 231469132	21/12/2012	INE 231469132	07/01/2013
BSE	3032	INB 011469138	03/12/2012	INF 011469138	03/12/2012		

## CLEARING MEMBER'S DETAILS

Name & Address	Exchange	Segment wise SEBI Reg. No. and Date					
		F&O			CURRENCY		
		C.M. Code	SEBI Reg. No. and Date		C.M. Code	SEBI Reg. No. and Date	
M/s. IL&FS Securities Services Ltd. IL&FS House, Plot No. 14, Raheja Vihar, Chandivali, Andheri(E), Mumbai-400072.	NSE	C50008	INF231133630	02/06/2000	13083	INE231308334	25/08/2008
	BSE	P807	INF011133834	02/06/2000	—	—	—

## DEPOSITORY DETAILS

Name	DP ID	DP SEBI Reg. No.	Date
CDSL	12070900	IN-DP-CDSL-674-2012	17/12/2012

## CEO & COMPLIANCE OFFICER'S DETAILS

CEO'S Details	
Name	: Mr. Malay Kothari
Email ID	: compliance@affluencetrade.com
Phone No. :	079-67776555

Compliance Officer's Details	
Name	: Mrs. Shweta Lalani
Email ID	: compliance@affluencetrade.com
Phone No. :	079-67776555



For any grievance / dispute please contact Affluence Shares and Stocks Pvt. Ltd. at the above address or e-mail ID : info@affluencetrade.com and phone : 079-67776555

In case not satisfied with the response, please contact the concerned Exchange(s) at

Exchange Name	E-mail ID	Phone No.
National Stock Exchange of India Ltd.	ignse@nse.co.in	011-23344313
Bombay Stock Exchange Ltd.	iscdelhi@bseindia.com	011-43007413
CDSL	helpdesk@cdslindia.com	022-22728663

### Important Note (Signature Types) :

 Signature of Client / First Holder  
 Signature of Broker

 Signature of Second Holder  
 Signature of Sub-Broker / AP

 Signature of Third Holder  
 Signature of Witness

## INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

### A. IMPORTANT POINTS:

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

### B. Proof of Identity (POI):

*List of documents admissible as Proof of Identity:*

1. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/ Driving license.
2. PAN card with photograph.

3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

### C. Proof of Address (POA):

*List of documents admissible as Proof of Address: (\*Documents having an expiry date should be valid on the date of submission.)*

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

**D. Exemptions/clarifications to PAN**

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

1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the state of Sikkim.
3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
4. SIP of Mutual Funds upto Rs 50, 000/- p.a.
5. In case of institutional clients, namely, FIIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development

Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

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

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

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

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

<b>Unincorporated association or a body of individuals</b>	<ul style="list-style-type: none"> <li>● Proof of Existence/Constitution document.</li> <li>● Resolution of the managing body &amp; Power of Attorney granted to transact business on its behalf.</li> <li>● Authorized signatories list with specimen signatures.</li> </ul>
<b>Banks/ Institutional Investors</b>	<ul style="list-style-type: none"> <li>● Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years.</li> <li>● Authorized signatories list with specimen signatures.</li> </ul>
<b>Foreign Institutional Investors (FII)</b>	<ul style="list-style-type: none"> <li>● Copy of SEBI registration certificate.</li> <li>● Authorized signatories list with specimen signatures.</li> </ul>
<b>Army/ Government Bodies</b>	<ul style="list-style-type: none"> <li>● Self-certification on letterhead.</li> <li>● Authorized signatories list with specimen signatures.</li> </ul>
<b>Registered Society</b>	<ul style="list-style-type: none"> <li>● Copy of Registration Certificate under Societies Registration Act.</li> <li>● List of Managing Committee members.</li> <li>● Committee resolution for persons authorised to act as authorised signatories with specimen signatures.</li> <li>● True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.</li> </ul>

## ADDITIONAL INFORMATION

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

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

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

2. Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.
3. Demat master or recent holding statement issued by DP bearing name of the client.

4. **FOR INDIVIDUALS:**

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

5. **FOR NON-INDIVIDUALS:**

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

# △ AFFLUENCE

[FOR INDIVIDUALS]

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 the client.

## KNOW YOUR CLIENT (KYC) FORM FOR TRADING & DEMAT ACCOUNT



### A. IDENTITY DETAILS Please fill this form in ENGLISH and in BLOCK LETTERS.

- Name of the Applicant **S U S H I L K U M A R B P A T E L**
- Father's/ Husband Name **B E V E N D R A P A T E L**
- a. Gender:  Male  Female      b. Marital status  Single  Married      c. Date of birth **0 1 - 1 1 - 1 9 7 6**
- a. Nationality **I N D I A N**      b. Status  Resident Individual  Non Resident  Foreign National
- a. PAN **B O D P S 0 3 4 6 R**  
b. Unique Identification Number (UID)/ Aadhaar, if any
- Specify the proof of Identity submitted **P A N C A R D**

### B. ADDRESS DETAILS

- Address for correspondence **C - 1 5 N I J A N A N D P A R K , N R . N O B A L S C H O O L , N A R O D A**  
City/town/village **A H M E D A B A D** Pin Code **3 8 2 4 2 6**  
State **G U J A R A T** Country **I N D I A**
- Contact Details : Tel. (Off.)      Tel. (Res.)  
Mobile No. **8 0 0 0 9 0 5 6 1 9** Fax  
Email id **S u s h i l 1 1 1 0 1 @ g m a i l . c o m**
- Specify the proof of address submitted for correspondence address
- Permanent Address (if different from above or overseas address, mandatory for Non-Resident Applicant)  
**A S A B O V E**  
City/town/village Pin Code  
State Country
- Specify the proof of address submitted for permanent address

### C. OTHER DETAILS

- Gross Annual Income Details (please specify)  
Income Range per annum  Below ₹ 1 Lac  ₹ 1-5 Lac  ₹ 5-10 Lac  ₹ 10-25 Lac  > ₹ 25 Lacs or  
Net-worth as on      ₹ (Net worth should not be older than 1 year)
- Occupation (please tick any one and give brief details):  
 Private Sector  Public Sector  Government Service  Business  Professional  Agriculturist  
 Retired  Housewife  Student  Other (specify)  
Brief Details
- Name of Employer / Establishment (if Employed)
- Please tick, if applicable:  Politically Exposed Person (PEP)  Related to a Politically Exposed Person (PEP)  
Name \*

\* In case of Firms, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., although the account is opened in the name of the natural persons, the name of the Firm, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned above.

**DECLARATION**

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

(2) Sushil  
Signature of Applicant

Date : 25-01-2018

**FOR OFFICE USE ONLY**

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

For, **AFFLUENCE SHARES AND STOCKS PVT. LTD.**

Date : 25-01-2018

Authorised Signatory (Attest with Seal)

**ADDITIONAL KYC DETAILS FOR OPENING A DEMAT ACCOUNT**

**TYPE OF ACCOUNT (Please tick whichever is applicable)**

STATUS	SUB STATUS	
<input checked="" type="checkbox"/> <b>INDIVIDUAL</b>	<input checked="" type="checkbox"/> Individual Resident <input type="checkbox"/> Individual Director's Relative <input type="checkbox"/> Individual Promoter <input type="checkbox"/> Individual Margin Trading A/c. (MANTRA)	<input type="checkbox"/> Individual Director <input type="checkbox"/> Individual HUF / AOP <input type="checkbox"/> Minor <input type="checkbox"/> Others (Specify) _____
<input type="checkbox"/> <b>NRI</b>	<input type="checkbox"/> NRI Repatriable <input type="checkbox"/> NRI Repatriable Promoter <input type="checkbox"/> NRI - Depository Receipts	<input type="checkbox"/> NRI Non-Repatriable <input type="checkbox"/> NRI Non-Repatriable Promoter <input type="checkbox"/> Others (Specify) _____
<input type="checkbox"/> <b>Foreign National</b>	<input type="checkbox"/> Foreign National <input type="checkbox"/> Foreign National - Depository Receipts <input type="checkbox"/> Others (Specify) _____	

First Holder Name and Address as provided herein before.

**JOINT HOLDER / SECOND HOLDER'S DETAILS**

**A. IDENTITY DETAILS**

- Name of the Second Holder \_\_\_\_\_
- Father's/ Husband Name \_\_\_\_\_
- a. Gender :  Male  Female      b. Marital status  Single  Married      c. Date of birth DD-MM-YYYY
- a. Nationality \_\_\_\_\_      b. Status  Resident Individual  Non Resident  Foreign National
- a. PAN \_\_\_\_\_  
b. Unique Identification Number (UID)/ Aadhaar, if any \_\_\_\_\_
- Specify the proof of Identity submitted \_\_\_\_\_
- Occupation** (please tick any one and give brief details):  
 Private Sector     Public Sector     Government Service     Business     Professional     Agriculturist  
 Retired     Housewife     Student     Other (specify) \_\_\_\_\_

Please affix your recent passport photograph (3.5x3.5 cm) and sign (1) half way across the photograph and the form

**B. ADDRESS DETAILS**

- Permanent Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 City/town/village \_\_\_\_\_ Pin Code \_\_\_\_\_  
 State \_\_\_\_\_ Country \_\_\_\_\_



**KNOW YOUR CLIENT (KYC) FOR TRADING & DEMAT ACCOUNT****FOR NON-INDIVIDUALS***Please fill this form in ENGLISH and in BLOCK LETTERS.***A. IDENTITY DETAILS**

- Name of the Applicant
- Date of Incorporation  DD  MM  YY  YY Place of Incorporation
- Date of commencement of Business  DD  MM  YY  YY
- a. PAN  b. Registration No. (e.g. CIN)
- Status (Please tick any one) :  
 Private Limited Co.  Public Ltd. Co.  Body Corporate  Partnership  Trust  Charities  
 NGO's  FI  FII  HUF  AOP  Bank  Government Body  Non-Government Organization  
 Defense Establishment  BOI  Society  LLP  Other (specify) \_\_\_\_\_

**B. ADDRESS DETAILS**

- Address for correspondence   
  
 City/town/village  Pin Code   
 State  Country
- Contact Details : Tel. (Off.)  Tel. (Res.)   
Mobile No.  Fax   
Email id
- Specify the proof of address submitted for correspondence address
- Registered Address (if different from above)   
  
 City/town/village  Pin Code   
 State  Country
- Specify the proof of address submitted for permanent address

**C. OTHER DETAILS**

- Gross Annual Income Details (please specify)  
Income Range per annum  Below ₹ 1 Lac  ₹ 1-5 Lac  ₹ 5-10 Lac  ₹ 10-25 Lac  > ₹ 25 Lacs - 1 Crore  > 1 Crore or  
Net-worth as on  DD  MM  YY  YY ₹   
(Net worth should not be older than 1 year)

**Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees/whole time directors/Members**

- Name (1) :
- Father's/Husband's Name
- Gender :  Male  Female Nationality
- Occupation:  PAN :
- Residential / Office Address :   
 City :
- PIN :  State :  Country :
- Tel.:  Fax.:
- Mobile :  E-mail :  UID :
- DIN :  Nationality :  Indian  Others (Specify) \_\_\_\_\_

Please affix  
colour Passport  
size photograph of  
Promoter/Partner/  
Karta/Trustee/Member/  
Whole Time Director &  
Sign across it.

Please tick, if applicable, for any of your authorized signatories/Promoters/Partners/Karta/Trustees/Whole time directors :

- Politically Exposed Person (PEP)  Related to a Politically Exposed Person (PEP)

Any other information \_\_\_\_\_

Name (2) :

Father's/Husband's Name

Gender :  Male  Female      Nationality

Occupation:       PAN :

Residential / Office Address :

     City :

PIN :       State :       Country :

Tel.:       Fax.:

Mobile :       E-mail :       UID :

DIN :       Nationality :  Indian  Others (Specify) \_\_\_\_\_

Please tick, if applicable, for any of your authorized signatories/Promoters/Partners/Karta/Trustees/Whole time directors :

Politically Exposed Person (PEP)       Related to a Politically Exposed Person (PEP)

Any other information \_\_\_\_\_

Please affix  
colour Passport  
size photograph of  
Promoter/Partner/  
Karta/Trustee/Member/  
Whole Time Director &  
Sign across it.

Name (2) :

Father's/Husband's Name

Gender :  Male  Female      Nationality

Occupation:       PAN :

Residential / Office Address :

     City :

PIN :       State :       Country :

Tel.:       Fax.:

Mobile :       E-mail :       UID :

DIN :       Nationality :  Indian  Others (Specify) \_\_\_\_\_

Please tick, if applicable, for any of your authorized signatories/Promoters/Partners/Karta/Trustees/Whole time directors :

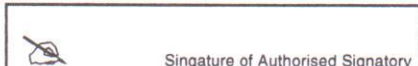
Politically Exposed Person (PEP)       Related to a Politically Exposed Person (PEP)


Any other information \_\_\_\_\_

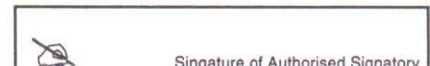
Please affix  
colour Passport  
size photograph of  
Promoter/Partner/  
Karta/Trustee/Member/  
Whole Time Director &  
Sign across it.

**DECLARATION**

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

 Signature of Authorised Signatory  
With Rubber Stamp

 Signature of Authorised Signatory  
With Rubber Stamp

 Signature of Authorised Signatory  
With Rubber Stamp

Name of Authorised Signatory : \_\_\_\_\_

Date :    -    -

**FOR OFFICE USE ONLY**

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

For, **AFFLUENCE SHARES AND STOCKS PVT. LTD.**

Date :    -    -

**Authorised Signatory (Attest with Seal)**

**For OCBs**

Foreign Address

City/town/village  Pin Code  State  Country

Tel.  Fax  Email id :

Indian Address

City/town/village  Pin Code  State  Country

Tel.  Fax  Email id :

Currency :  RBI Ref. No. & Date :

**CLEARING MEMBERS DETAILS (TO BE FILLED BY CMS ONLY)**




Name of the Stock Exchange :

Name of the CC/CH :

Trading ID :  Clearing Member ID :

Name\* :

\* In case of Firms, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., although the account is opened in the name of the natural persons the Firm, Association of Person (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned above.

	Authorised Signatory	Authorised Signatory	Authorised Signatory
Name			
Signature			

## ADDITIONAL DETAILS

FOR INDIVIDUALS AND NON-INDIVIDUALS

Application No. 461 (To be filled by the Depository Participant) Date 25-01-2013  
 DP Internal Reference No. 461 DP ID: 12070900 Client ID: 00002991

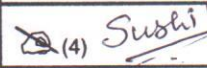


SMS Alert Facility :  Yes MOBILE NO. +91 8000905619  No  
 Refer to Terms & Conditions for Demat Account on page No. 47  
 I / We request you to send Electronic Transaction-cum-Holding Statement at the email ID Sushil1101@gmail.com  Yes  No  
 easi  Yes (If yes, please contact your DP for details)  No  
 (Facility through CDSL's website [www.cdslindia.com](http://www.cdslindia.com) wherein a BO can view his ISIN balances, transactions and value of the portfolio online.)

## STANDING INSTRUCTIONS

I / We authorize you to receive credit in my / our account without any instruction from me/us.  Yes  No  
 Account Statement Requirement  As per SEBI Regulation  Daily  Weekly  Fortnightly  Monthly  
 Do you wish to receive dividend / interest directly in to your bank account, given below through ECS?  Yes  No

I/We have read the terms & conditions, DP-BO agreement and other necessary documents and agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time. I / We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/We agree and undertake to intimate the DP any change(s) in the details / Particulars mentioned by me / us in this form. I/We further agree that any false / misleading information given by me / us or suppression of any material information will render my account liable for termination and suitable action.

SEBI Registration No. & Date (If Applicable) : \_\_\_\_\_  
 ROC Registration No. & Date (If Applicable) : \_\_\_\_\_  
 RBI Registration No. & Date (If Applicable) : \_\_\_\_\_

	First Holder	Second Holder	Third Holder
Signature	 (4)	 (3)	 (3)
Name	<u>SUSHIL PATEL</u>		

## BANK ACCOUNT DETAILS

Type of Account :  Saving  Current  NRE/NRO  Others \_\_\_\_\_  
 (Through which transaction will generally be routed)  

Bank Account Number	Bank Name	Branch Address	Date of Opening A/c	MICR Code	IFSC Code
<u>32531950259</u>	<u>SBI</u>	<u>NARODA</u>		<u>380002066</u>	

- (i) Photocopy of the cancelled cheque having the name of the account holder where the cheque book is issued, (or)
  - (ii) Photocopy of the Bank Statement having name and address of the BO
  - (iii) Photocopy of the Passbook having name and address of the BO, (or)
  - (iv) Letter from the Bank.
- In case of options (ii), (iii) and (iv) above, MICR code of the branch should be present / mentioned on the document.

## B. DEPOSITORY ACCOUNT(S) DETAILS

1.  CDSL  NSDL  
 Depository Participant Name : AFLEUENCE SHARES & STOCKS PVT LTD  
 (Through which transactions will generally be routed) (Default for Payout)  
 DP ID No. : 12070900 BO Account No. 1207090000002991  
 Beneficiary Name : SUSHILKUMAR D PATEL

2.  CDSL  NSDL

Depository Participant Name :

DP ID No. :  BO Account No.

Beneficiary Name :

**C. TRADING PREFERENCES**

(\*Please sign in the relevant boxes where you wish to trade. The segment not chosen should be struck off by the client.)  
I/We wish to trade in the following segments / exchange :

Exchange / Segment	Yes	No	Signature
NSE Cash (CM)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<del>(5)</del> <u>Sushil</u>
NSE Derivatives (F&O)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<del>(6)</del> <u>Sushil</u>
NSE Currency Derivatives (CD)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<del>(7)</del> <u>Sushil</u>
BSE Cash (CM)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<del>(8)</del> <u>Sushil</u>
BSE Derivatives (F&O)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<del>(9)</del> <u>Sushil</u>

**D. PAST ACTIONS**

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

.....

.....

**E. DEALINGS THROUGH SUB-BROKERS / AUTHORISED PERSONS (AP) AND OTHER STOCK BROKERS**

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

Sub-broker/AP Name

SEBI Registration / Exchange number

Registered office address

Phone  Fax

Website

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

Name of stock broker

Name of Sub-Broker/AP

Client Code  Exchange

Details of disputes / dues pending from / to such stock broker / sub-broker .....

.....

.....

.....

**F. ADDITIONAL DETAILS**

- ★ Whether you wish to receive  physical contract note or  Electronic Contract Note (ECN) (please specify)  
Specify your Email id, if applicable SUSHIL01101@gmail.com  
(Refer to term and condition as per Page No. 44 Clause No. 33 (Voluntary Document))
- ★ Whether you wish to avail of the facility of internet trading/mobile trading / wireless technology (please specify)  Yes  No  
(Refer to term and conditions as per page no. 31)
- ★ Number of years of Investment/Trading Experience 05
- ★ In case of non-individuals, name, designation, PAN, UID, signature, residential address and photographs of persons authorized to deal in securities on behalf of  company /  firm /  others \_\_\_\_\_
- ★ Any other information: \_\_\_\_\_

**G. INTRODUCER DETAILS**

Name of the Introducer KAMLESH KALAL  
 Status of the Introducer :  Sub-broker  Remisier  Authorized Person  Existing Client  Others, please specify \_\_\_\_\_  
 Address of the Introducer B-306, RAMNAGAR, VEJALPUR  
 \_\_\_\_\_  
 \_\_\_\_\_  
 City/town/village AHMEDABAD Pin Code 380051  
 State GUJARAT Country INDIA  
 Tel. \_\_\_\_\_ Signature of Introducer : Kamlesh

**H. NOMINATION DETAILS (For Individuals Only)***For Demat / Trading Account*

Dear Sir / madam,

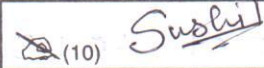
- I/We **do not wish** to nominate any one for this Demat / Trading Account (Strike out what is not applicable) (Signature of all the account holders to be obtained on this form).
- I/We hereby **nominate** the following person who is entitled to receive securities / funds / balances lying in this Demat / Trading Account, particulars where of are given below, in the event of the death of the Sole holder or the death of all the Joint Holders.
- I/We the Sole Holder / Joint Holders / Guardian (in case of minor) hereby nominate the following person who is entitled to receive security balances lying in my/our account, particulars whereof are given below, in the event of the death of the sole holder or the death of all the joint holders.

**B. O. ACCOUNT DETAILS :**

DP ID : 12070900 Client ID : 00002991  
 Name of the Sole / First Holder : SUSHILKUMAR D PATEL  
 Name of the Second Holder : \_\_\_\_\_  
 Name of the Third Holder : \_\_\_\_\_

**NOMINEE DETAILS :**

Title :  Mr.  Mrs.  Ms.  Other : \_\_\_\_\_  Suffix : \_\_\_\_\_  
 Name of the Nominee ANILKUMAR PATEL  
 Address C-15, NIJANAND PARK, NR. NOBAL SCHOOL,  
NARODA Pin Code 382426  
 City/town/village AHMEDABAD State GUJARAT Country INDIA  
 Tel. \_\_\_\_\_ Fax \_\_\_\_\_ Mobile 8000905619  
 E-mail Id \_\_\_\_\_  
 Relationship with the Nominee (if any) BROTHER  
 Date of Birth (of nominee) 02-12-1978  
 PAN ACDZKI398Z UID \_\_\_\_\_

 (10) Sushil  
Sole/First Holder

 (4)  
Second Holder

 (4)  
Third Holder

As the nominee is a minor on date, I/We appoint following person to act as guardian.

Title :  Mr.  Mrs.  Ms.  Other : \_\_\_\_\_  Suffix : \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Tel. \_\_\_\_\_ Fax \_\_\_\_\_ Mobile \_\_\_\_\_

E-mail Id \_\_\_\_\_

PAN \_\_\_\_\_ UID \_\_\_\_\_

Signature of Guardian \_\_\_\_\_

To receive the securities in this account on behalf of the nominee in the event of the death of the Sole Holder / all Joint Holders. This nomination shall supersede any prior nomination made by me / us and also any testamentary document executed by me/us.

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

Date 25-01-2013

Note : Two witnesses shall attest Signature (s) / Thumb impression(s)

**DETAILS OF WITNESSES :**

1. Witness Name NARESH PATEL

Witness Address NARODA, AHMEDABAD

2. Witness Name CHETAN PATEL

Witness Address NARODA, AHMEDABAD

(1. Witness Sign.)  Naresh

(2. Witness Sign.)  Chetan

To be filled by DP only :

Nomination Form accepted and registered vide Registration No. 461

Date 25-01-2013

For, **AFFLUENCE SHARES AND STOCKS PVT. LTD.**

**Authorised Signatory (Attest with Seal)**

- Note : (1) Where the holder is a minor, person lawfully entitled to act on behalf of the minor should sign the nomination.
- (2) Birth Certificate is required in case of Minors.

**DECLARATION**

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

(11) Sushil  
Sole/First Holder

(5)  
Second Holder

(5)  
Third Holder

Place : AHMEDABAD

Date : 25-01-2013

**FOR OFFICE USE ONLY:**

■ UCC Code allotted to the Client :

50011

	Documents verified with Originals	Client Interviewed By	In-Person Verification done by
Name of the Employee	Jaydeep .	Oxvish	Jaydeep
Employee Code	-	-	-
Designation of the employee	KYC	KYC	KYC
Date	25/01/2013	25/01/2013.	25/01/2013
Signature	Jaydeep	Oxvish	Jaydeep

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

For, **AFFLUENCE SHARES AND STOCKS PVT. LTD.**

Date : 25-01-2013

Authorised Signatory (Attest with Seal)

**AFFLUENCE SHARES AND STOCKS PRIVATE LIMITED**

Registered Office : 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden,  
Prahaldnagar, Satellite, Ahmedabad - 380 051.

Phone : +91 79 6777 6555 • Fax : +91 79 6777 6556 • Email: info@affluencetrade.com

Date 29-01-2013

To,  
The Trading Member (Clearing Code : 3032)  
SEBI Reg. No. INF 011469138

**Sub. : Application for dealing / trading in BSE Derivatives Segment**

I / We hereby declare that I / We wish to deal / trade in the BSE Derivatives Segment provided by you and furnish the following details:

PAN of the Client : BODPS0346R

UCC Allotted : S0011

Full name of the Client : SUSHIL KUMAR DEVENDRA PATEL  
(First Name) (Second Name) (Last Name)

Address : C-15, NIJANAND PARK, NR. NOBAL SCHOOL,  
NARODA- 382-346

E-mail ID : Sushil1101@gmail.com  
(Mandatory in case of ECN)

Details of Income proof given : BANK STATEMENT

I / We hereby declare that the details furnished above are true and correct to the best of my / our knowledge and belief and I / We undertake to inform you of any changes therein immediately.

I understand that the Client Account Opening Form executed for Cash Segment shall be considered as executed for the Derivatives Segment also.

 (12) Sushil  
Sole/First Holder

# AFFLUENCE SHARES AND STOCKS PRIVATE LIMITED

## SCHEDULE OF CHARGES FOR TRADING ACCOUNT - NSE / BSE

Brokerage Details :											
	Cash Segment		F&O Future		Currency Future		F&O Option			Currency Option	
	Min. (Paise) A	Max. (%) B	Min. (Paise) A	Max. (%) B	Min. (Paise) A	Max. (%) B	% on premium	Min. Per Lot (₹)	Max. Per Lot (₹)	% on Premium	
Trading 1st Leg	0.01	0.02	0.02	0.02							
Trading 2nd Leg	0.01	0.02	0.02	0.02							
Delivery Brokerage	0.01	0.10						20			

### Note:

- Please note that the brokerage levied to your trading account shall be the higher of brokerage value as per the existing rates or Rs.30 per settlement/segment, subject to the maximum rates prescribed by the regulator(s) from time to time.
- Brokerage is normally levied on % basis of transaction value as above. However, where the rate of scrip /futures contract is below specified rate where specified rate is calculated as A/ B, then Minimum Brokerage in paise would be levied on Quantity instead of % rate i.e. If value based Brokerage is 0.25% with 5 paise as Minimum brokerage then specified rate would be (5 / 0.25) which is ₹. 20/-. Hence 5 paise would be levied as brokerage on per share basis where share price is less than Rs. 20/-.
- In case of intraday transaction in Equity segment/ Stock Futures/Index futures / currency futures first leg rates as above shall be charged on the buy value or sell value depending upon whichever is higher and second leg rates shall be charged vice versa.
- In case of option transaction (F&O Segment) a percentage of premium value as indicated above would be levied as brokerage if such value falls within the min and max value as specified above. If the percentage of premium value is below the Min amount or beyond the Max amount as specified above then the Min amount or Max amount respectively would be levied as brokerage.
- In case of option transaction in NIFTY or in Mini Nifty (F&O segment), 0.50% of premium value would be levied as brokerage, if such value falls within the min and max value as specified herein. If the percentage of premium value is below the Min amount or beyond the Max amount then the Min Brokerage amount would be ₹. 50/- Per lot in case of NIFTY and ₹. 30/- Per lot in case of Mini Nifty. Max Brokerage amount would be ₹. 500/- Per lot in both the cases.
- In case of option transaction in currency segment a percentage of premium value as indicated above would be levied as brokerage if such value falls within the min and max value as specified herein. If the percentage of premium value is below the Min amount or beyond the Max amount then the Min Brokerage amount would be ₹. 10/- Per lot and Max Brokerage amount would be ₹. 500/- Per lot.
- Other charges:**
  - Securities Transaction tax, SEBI Turnover fees, Transaction charges & Clearing charges shall be levied as per the prevailing rates\*
  - Statutory levies including but not limited to Service Tax, Stamp duty, Education Cess shall be levied as per the prevailing rates.
  - Affluence reserves the right to levy additional charges including but not limited to the following:-

Particulars	Amount
Duplicate Contract Notes (CN) issued	₹.10/-perCN**
Duplicate Souda Summary issued	₹. 25/- for 1 month period**
	₹.50/- for 2 month period**
	₹. 100/- for 3 months and above**
Bounced Cheque/Stop Payment of cheque	₹. 50/- per instance/instrument**

\* For prevailing rates please refer Back office interface.

\*\* These charges are subject to revision at the sole discretion of AFFLUENCE SHARES AND STOCKS PVT. LTD.and shall be informed by ordinary post/email/quarterly account statements/SMS/notification on the Back office interface.

(13) *Sushi*  
Sole/First Holder

# AFFLUENCE SHARES AND STOCKS PRIVATE LIMITED

## CHARGES FOR DEPOSITORY SERVICES THROUGH CDSL

No.	Services	Schemes	
		HNI / Trader	Lifetime
1.	Annual Maintenance Charges	400/-	1000
2.	Deliveries / Debit transaction (a) Within Affluence (b) Outside Affluence	₹. 11 / ISIN ₹.16 / ISIN	₹. 11 / ISIN ₹. 21 / ISIN
3.	Charges for Pledge creation / Pledge Closure	₹. 25 / Request	₹. 25 / Request
4.	Charges for applying for certain corporate benefits (e.g. Right issue, Buy back etc.) on behalf of client for shares held with Affluence.	₹. 11 / Request	₹. 11 / Request
5.	Dematerialization	₹. 10/certificate + ₹. 30 Postage charges	Rs. 10/certificate + ₹. 30 Postage charges
6.	Rematerialization	Actual CDSL charges + ₹. 30 Postage charges	Actual CDSL charges + ₹. 30 Postage charges
7.	Demat Rejections	₹. 30 / Request	₹. 30 / Request
8.	Additional DIS requisition	₹. 25 / Booklet	₹. 25 / Booklet
9.	Additional Request for account statement or Holding with valuation, account modification, freeze & unfreeze etc.	₹. 25 / Request	₹. 25 / Request

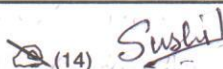


### Notes:

1. Power of Attorney' (POA) charges ₹.100( Rs 100/- stamp paper one Time only at time of account opening)
2. For availing 'Easiest' facility of CDSL, the charges as levied by CDSL would be collected from clients at actuals.
3. In case of every Corporate Accounts, CDSL AMC of ₹. 500/- p.a. shall be charged extra.
4. If Lifetime Scheme account will be moved to default scheme with charges of ₹. 400/- AMC per year, incase sum of ₹. 1000/- towards this scheme is not credited within 10 days of application date.
5. CDSL levies Rematerialization charges as higher of the following:  
1) A fee of ₹.10/- for every 100 securities or part thereof: OR 2) a fiat fee of ₹. 10/- per certificate.
6. Services tax, Education cess and other statutory levies (if any) would be charged extra wherever applicable as per the prevailing rates.
7. Any request for change/ modification in client master will be charged ₹. 25/- per request.
8. In case of cancellation/withdrawal/ rejection/ failure of instruction ₹. 30/- per entry will be charged additional.
9. We reserve the rights to change/add charges with 30 days prior notice.
10. All payments should be in favour of "AFFLUENCE SHARES AND STOCKS PVT. LTD.".
11. Customer is required to maintain a minimum balance of ₹. 1000/- in his / her / its ledger account.

Accepted by the Client.

I have accepted above charges structure.

Client Code :

	Name of Holders	Signature (s)
Sole / First Holder	SUSHIL KUMAR PATEL	 (14)
Second Holder / Guardian		 (6)
Third Holder		 (6)

## DP-BO AGREEMENT FOR SECURITIES DEMAT ACCOUNT

This Agreement made and executed at Ahmedabad this 25 day of JANUARY 2013 between: **AFFLUENCE SHARES AND STOCKS PVT. LTD.** having its Registered Office at 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden, Prahaladnagar, Satellite, Ahmedabad - 380 051 and Hereinafter called "the Participant of the One Part; AND SUSHIL KUMAR PATEL (Description of the legal entity) having his/ its office/ registered office / address at C-15, NIJANAND PARK, NR. GLOBAL SCHOOL, NARODA - 382346 hereinafter called "The Beneficial Owner" of the Other Part.

WHEREAS the Beneficial Owner is desirous of opening a beneficial owner's account with the Participant and the Participant has agreed to open an account in the name of the Beneficial Owner and render services to the Beneficial Owner as a participant, on the terms and conditions recorded herein below:

Now this Agreement witnesseth and it is hereby agreed by and between the parties hereto as follows :

### 1. General Clauses :

The parties hereto agree to abide by the provisions of the Depositories Act 1996, SEBI (Depositories and Participants) Regulations, 1996. Bye Laws and Operating Instructions issued by CDSL from time to time in the same manner and to the same extent as if the same were set out herein and formed part of this Agreement

### 2. Fees, charges and deposits :

The Participant shall be entitled to change or revise the fees, charges or deposits from time to time provided however that no increase therein shall be effected by the Participant unless the Participant shall have given at least one month's notice in writing to the Beneficial Owner in that behalf. In case the Beneficial Owner committing a default in the payment of any such amount payable to the Participant on their respective due dates or within fifteen days of the same being demanded (where no such due date is specified), the Participant shall be entitled to charge interest on the amount remaining outstanding or unpaid (not exceeding 18%) per annum or part thereof. On such continued default, the Participant after giving two days notice to the Beneficial Owner shall have a right to stop processing of instructions of Beneficial Owners till such time he makes the payment along with interest if any.

### 3. Statement of Account:

3.1 The Participant shall furnish to the Beneficial Owner a statement of his/her/its account at the end of every month if there has been even a single entry or transaction during that month and in any event once at the end of each quarter. The statement of accounts to be provided to the Beneficial Owner under the Agreement shall be in the form specified in Operating Instructions or as communicated by CDSL from time to time. The Participant shall furnish such statements at such shorter periods as may be required by the Beneficial Owner on payment of such charges by the Beneficial Owner as may be specified by the Participant

3.2 It is agreed that if a Participant is providing the services of issuing the statement of accounts in an electronic mode and if the Beneficial Owner is desirous of availing such services from the Participant, then the Participant will

furnish to the Beneficial Owner the statement of accounts under its digital signature, as governed under the Information Technology Act, 2000.

Provided however that in the event of the Beneficial Owner requiring a physical copy of the statement of accounts, despite receiving the same in the electronic mode, then irrespective of having forwarded the same via electronic mode, the Participant shall be obliged to provide a physical copy thereof to the BO.

3.3 It is agreed and understood between the parties that if the Participant does not have the facility of providing the statement of account in the electronic mode, then the Participant shall be obliged to forward the statement of account only in physical form.

### 4. Beneficial Owner shall intimate change of particulars :

The Participant shall not be liable or responsible for any loss that may be caused to the Beneficial Owner by reason of his/its failure to intimate change in the particulars furnished to the Participant from time to time, unless notified by the Beneficial Owner.

### 5. Depository not liable for claims against Beneficial Owner :

CDSL shall not be liable to the Beneficial Owner in any manner towards losses, liabilities and/or expenses arising from the claims of third parties or for any fees, charges, taxes, duties, levies or penalties levied, imposed or demanded by any Central, State, statutory or revenue authority in respect of securities credited to the Beneficial Owner's account.

### 6. Authorised Representative :

Where the Beneficial Owner is a body corporate or a legal entity, it shall simultaneously with the execution of the Agreement furnish to the Participant a list of officials authorized by it, who shall represent and interact on its behalf with the Participant. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant

### 7. Termination :

The parties may at any time terminate this agreement, provided that a notice of not less than thirty days is given in the manner and on the terms and conditions and

Sole/First Holder

(15) Sushil Patel

Second Holder

(7)

Third Holder

(1)

procedure set out in the Bye Laws and the Operating Instructions. In the event of termination by either party, the Participant shall deal with the securities lying in the account of a Beneficial Owner in accordance with the instructions of such Beneficial Owner.

**8. Stamp Duty :**

Any stamp duty (including interest or penalty levied thereon) payable on the Agreement and/or on any deed, document or writing executed in pursuance hereof between the parties hereto shall be borne and paid by the Beneficial Owner.

**9. Force Majeure :**

Notwithstanding anything contained herein or in the Bye Laws, neither party hereto shall be liable to indemnify or compensate the other for any breach, non-performance or delay in performance of any obligations under the Agreement or for any harm, loss, damage or injury caused to the other due to causes reasonably beyond its control including but not limited to tide, storm, cyclone, flood, lightning, earthquake, fire, blast, explosion or any other act of God, war, rebellion, revolution insurrection, embargo or sanction, blockade, riot, civil commotion, labour action or unrest including strike, lock-out or boycott, interruption or failure of any utility service, enemy action, criminal conspiracy, act of terrorism or vandalism sabotage, or intrusion, or any other irresistible force or compulsion.

**10. Service of Notice :**

Any notice or communication required to be given under the Agreement shall not be binding unless the same is in writing

and shall have been served by delivering the same at the address set out herein above against a written acknowledgment of receipt thereof or by sending the same by pre-paid registered post at the aforesaid address or transmitting the same by facsimile transmission electronic mail or electronic data transfer at number or address that shall have been previously specified by the party to be notified Notice given by personal delivery shall be deemed to be given at the time of delivery Notice given by post in accordance with this clause shall be deemed to be given at the commencement of business of the recipient of the notice on the third working day next following its posting Notice sent by facsimile transmission, electronic mail or electronic data transfer shall be deemed to be given at the time of its actual transmission.

**11. Arbitration**

The parties hereto shall, in respect of all disputes and differences that may arise between them, abide by the provisions relating to arbitration and conciliation specified under the Bye Laws.

**12. Jurisdiction :**

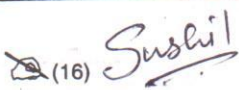


The parties hereto agree to submit to the exclusive jurisdiction of the courts in Ahmedabad.

**13. Governing Law :**


The Agreement shall be governed by and construed in accordance with the law in force in India.

**IN WITNESS WHEREOF** the parties hereto have here unto set and subscribe their respective hands / seals to this Agreement in duplicate on the day, month, year and place first herein above mentioned.

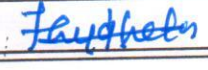
**Signed and delivered by**

<b>(1) First Holder</b>	 (16)
<b>(2) Second Holder</b>	 (8)
<b>(3) Third Holder</b>	 (8)

**For CLIENT**

Witness Name :	NARESH PATEL
Signature : <input checked="" type="checkbox"/>	
Address :	NARODA, AHMEDABAD

**Signed and delivered by**

Name :	AFFLUENCE SHARES AND STOCKS PVT. LTD.
Authorised Signatory :	
Signed by (Title) :	
Place :	
Date :	25 - 01 - 2013
<b>For AFFLUENCE SHARES AND STOCKS PVT. LTD.</b>	
Witness Name :	JAYDEEP
Signature : <input checked="" type="checkbox"/>	
Address :	SIMANDHAR CITY, ADALAJ.

**Registered Office :** 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden, Prahaladnagar, Satellite, Ahmedabad-380 051

## DECLARATION BY HUF AND CONSENT LETTER

To,

**AFFLUENCE SHARES AND STOCKS PVT. LTD.**

Registered Office: 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden,  
Prahaldnagar, Satellite, Ahmedabad - 380 051.

With regard to Beneficiary account no. (BO ID) \_\_\_\_\_ And Trading Account \_\_\_\_\_ maintained in the name & style " \_\_\_\_\_ " with DP /Trading (AFFLUENCE SHARES AND STOCKS PVT. LTD.).

We the following family members, being the co-parceners in the HUF account. M/s \_\_\_\_\_ do hereby give our consent that the said karta, viz \_\_\_\_\_ would operate above mentioned BO ID /Trading account as far as shares transactions of the HUF account is concerned.

We further declare and authorized you to recognize the beneficiary Account No. \_\_\_\_\_ with Depository \_\_\_\_\_ opened in the name of the undersigned who is the Karta of the HUF for the purpose of completing the share transfer obligations pursuant to the trading operations.

I agree and understand that this is to facilitate the operation of the above trading account. The transfer made by you to the beneficiary account shall be complete discharge of obligations by you in respect of trades executed in the above trading account.

**Details of our HUF and all its co-parceners are stated as mentioned below:**

Sr. No.	Name of Family Member	Date of Birth DD/MM/YY	Gender	Relationship with Karta
01				
02				
03				
04				
05				
06				
07				
08				

I, hereby state that details mentioned above are true and any change in them would be intimated to you in writing.

Title of HUF/ Karta \_\_\_\_\_

**Signature**  
(Karta Rubber stamp)

## DECLARATION BY SOLE PROPRIETOR

Date :    -    -

To,

### AFFLUENCE SHARES AND STOCKS PVT. LTD.

Registered Office: 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden, Prahaladnagar, Satellite, Ahmedabad - 380 051.

Dear Sir,

This is with reference to the trading account opened with you in the name of \_\_\_\_\_ and bearing the code \_\_\_\_\_. I hereby declare that I am the proprietor of the above mentioned firm and authorize you to recognize the beneficiary account No. \_\_\_\_\_ with depository \_\_\_\_\_ opened in my name. For the purpose of completing the share transfer obligations pursuant to the trading operations. I agree and understand this is to facilitate the operation of the above trading account with you, as a beneficiary account cannot be opened with a depository participant in the name of a sole proprietorship firm as per regulations and that transfers made by you to the beneficiary account as complete discharge of obligations by you in respect of trades executed in the above trading account of the firm.

Signature (Please sign with stamp of the proprietorship Firm)

## DECLARATION BY PARTNERSHIP FIRM

*(To be obtained on Firm's Letter Head or Attested with Firm's Seal)*

Date :    -    -

To,

### AFFLUENCE SHARES AND STOCKS PVT. LTD.

Registered Office: 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden, Prahaladnagar, Satellite, Ahmedabad - 380 051.

Dear Sir,

This is with reference to the trading account with you in the name of \_\_\_\_\_ a partnership firm and bearing the code \_\_\_\_\_. We the undersigned partners of the above mentioned firm hereby declare and authorize you to recognize the beneficiary account No. \_\_\_\_\_ with depository \_\_\_\_\_, which belongs to one of our partner for the purpose of completing the share transfer obligations pursuant to the trading participant in the name of partnership firm as per regulations and that transfers made by you to the beneficiary account as complete discharge of obligations by you in respect of trades executed in the above trading account firm.

We further confirm that the authorized person can jointly / severally issue instruction to you as our broker for securities trades, fund, etc. and to do all such acts, deals and things as may be necessary for the purpose of operating this account.

Signature (please sign with stamp of the partnership firm)

We, (Please write name of the partners)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Partners of the firm confirm that any securities due to the Firm's trading account with you, if transferred to the above mentioned Demat account, will constitute good delivery of the obligation. We further state that Affluence will not be responsible, if the shares are transferred to the above-mentioned account.

If there is any change in the information given above, same shall be informed to Affluence in writing. If any such information not communicate to Affluence, that Affluence will not be liable for losses suffered by the firm or any of the individual partners.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

1. Name

2. Name

3. Name

Date :    -

## Declaration by NRI Clients

Date :    -    -

To,  
**AFFLUENCE SHARES AND STOCKS PVT. LTD.**  
**Registered Office:** 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden,  
Prahaldnagar, Satellite, Ahmedabad - 380 051.

With reference to the opening of trading Account with you for availing facility for trading in Securities on the stock exchanges pursuant to the Member - Client Agreement Depository Participant - Client Agreement and other voluntary documents executed by me with you, I, hereby unconditionally and unequivocally, state, declare, undertake, confirm AFFLUENCE SHARES AND STOCKS PVT. LTD. (hereinafter referred to as "Affluence") as under :

- I am nonresident Indian as defined under Foreign Exchange Management Act (FEMA).
- I understand that the trading account is opened on the basis of statement / declarations made by me, and that if any of the statement / declarations made herein is found to be incorrect in material particulars, AFFLUENCE may discontinue my trading account.
- I confirm and agree that the trading account will be used for bonafide transactions not involving any violation of the provisions of any applicable Regulations.
- I undertake to intimate to AFFLUENCE about my return to India for permanent residency immediately on arrival.
- I confirm that all Investments and disinvestment in India are covered either by general or special permission of Reserve Bank of India.
- I agree and confirm that I shall abide by all the rules and regulations of the FEMA / Reserve Bank of India governing the trading in Indian secondary securities market.
- I shall keep margin deposit amount with AFFLUENCE as stipulated by AFFLUENCE from time to time.
- Any notice / correspondence / contract notes / statement of accounts/ statement of securities sent to me at any of the address given in the Know Your Client (KYC) form in the ordinary course of post/courier/fax or on the email ID mentioned in the said KYC form or intimated separately, as the case may be for the purpose of receiving electronic contract notes shall be deemed to have been received by me.
- I hereby confirm having understood that AFFLUENCE may decline to comply with any instructions authorized by me if in the AFFLUENCE's opinion; compliance therewith would be illegal or result in a breach of any applicable laws or regulation.
- I confirm that the bank having my PIS account is given standing instruction to honor all the contract notes relating to purchase trades received from AFFLUENCE. Copy of the instruction so given to the bank shall be provided to AFFLUENCE for their record.
- I agree and confirm that in the event I desire to withdraw the standing instruction given as aforesaid, I shall serve at least 15 (Fifteen) working days advance written notice on AFFLUENCE. Such revocation shall be effective only on and from the date of expiry of 15 (Fifteen) working days from the date of service of such notice on AFFLUENCE provided that such revocation shall not have any effect on the transactions in securities executed by me before the effective date of such notice of revocation and I agree and undertake that I shall continue to be liable and bound by the transactions and obligations undertaken by me with AFFLUENCE prior to effective date of such revocation and ensure that bank honor all such instructions received from AFFLUENCE on or before the effective date of revocation.
- I shall carry out all our secondary market transactions only through AFFLUENCE. In case if I register myself as clients with any other Member Broker, we shall keep AFFLUENCE informed about the same.
- I hereby authorize AFFLUENCE to ask bank the amount lying as balance in PIS account on daily basis for the purpose of their risk management and I confirm having instructed the bank to extend co-operation in this regard and to disclose balance in the PIS bank account to AFFLUENCE whenever required by AFFLUENCE.
- I hereby agree and confirm to indemnify and save, defend and keep AFFLUENCE harmless and indemnified, at all times from and against all actions, causes, suits, proceedings, claims and demands whatsoever made on the AFFLUENCE by any person and against all costs charges, expenses damages and sums of money (including legal expenses) incurred, suffered or sustained by AFFLUENCE for any non compliance of applicable act, rules or regulations by me or due to breach of the terms and conditions of my obligations under Member - Client Agreement or any other agreement/document executed by me for availing such services from AFFLUENCE.
- I agree not to close the bank account without first obtaining No Objection from AFFLUENCE if I am availing the online trading facility for trading in securities. We confirmed having authorised the Bank to reject any such closure request made by me if not accompanied by No Objection issued by AFFLUENCE. I confirm having authorised the Bank to debit/block my bank account on the instructions issued by AFFLUENCE for any dues that may be outstanding and payable by me to AFFLUENCE for the transactions carried out by me prior to issuance of No Objection.
- I confirm that the information set out hereinabove is true, complete and accurate and that AFFLUENCE shall be informed from time to time of any changes.

 (17)

Sole/First Holder

 (9)

Second Holder

 (9)

Third Holder

25

**BOARD RESOLUTION (Trading)**

(On the Company letterhead)

CERTIFIED TRUE COPY OF AN EXTRACT FROM THE MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_ LIMITED DULY CONVENED AND AT WHICH A PROPER QUORUM WAS PRESENT HELD AT THE REGISTERED OFFICE OF THE COMPANY AT \_\_\_\_\_ (ADDRESS) \_\_\_\_\_ ON \_\_\_\_\_ (DATE)

We hereby certify that the following resolution of the Board of directors of \_\_\_\_\_ LTD was passed at the Meeting of the Board held on \_\_\_\_\_ and has been duly recorded in the Minutes Book of the said Company.

“RESOLVED THAT having regard to the object/s of the Company and to the operations of the Company and its future plans, the Company do open a Trading Account for dealing in shares and securities in Cash segment and/or Derivatives segment and/or Currency Segment on the Bombay Stock Exchange Limited (BSE) and / or National Stock Exchange of India Limited (NSE), for the company with AFFLUENCE SHARES AND STOCKS PVT. LTD.in the name and style of” \_\_\_\_\_ (name of the co.) \_\_\_\_\_ LIMITED” and Mr. \_\_\_\_\_ Director of the Company be and is hereby authorized to negotiate and finalize the terms and conditions for opening the account and completing the formalities.

“FURTHER RESOLVED THAT Mr. \_\_\_\_\_ and Mr. \_\_\_\_\_ the Directors and Mr. \_\_\_\_\_ the Authorised Person in this behalf, be and are hereby jointly and severally authorized to sign and execute necessary forms and KYC disclosures and agreements as might be required for the purpose of opening the Trading and / or Beneficiary Account/s as aforesaid and THAT they are also authorized to as such to operate the said account for and on behalf of the Company”.

RESOLVED THAT for the company do grant in favour of AFFLUENCE SHARES AND STOCKS PVT. LTD.a Power of Attorney limited to enabling AFFLUENCE SHARES AND STOCKS PVT. LTD.meet pay in obligation for sale transaction carried out in the account of the Company and authorised Mr. \_\_\_\_\_ of the company to execute, notarise and deliver to AFFLUENCE SHARES AND STOCKS PVT. LTD., the said Power of Attorney and to do all other things as may be necessary in their connection.

“FURTHER RESOLVED THAT a certified copy of the said resolution be communicated to AFFLUENCE SHARES AND STOCKS PVT. LTD.together with the specimen signatures of all the aforesaid officials by the Chairman of the meeting / company.

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

D	D	M	M	Y	Y	Y	Y
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CERTIFIED TRUE COPY  
For \_\_\_\_\_ LTD.  
Signatory

**SPECIMEN SIGNATURES**

**NAME**  
1 Mr. \_\_\_\_\_  
2 Mr. \_\_\_\_\_

**SIGNATURE**  
\_\_\_\_\_  
\_\_\_\_\_

**BOARD RESOLUTION (Demat)**

(On the Company letterhead)

CERTIFIED TRUE COPY OF AN EXTRACT FROM THE MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_ LIMITED DULY CONVENED AND AT WHICH A PROPER QUORUM WAS PRESENT HELD AT THE REGISTERED OFFICE OF THE COMPANY AT \_\_\_\_\_ (ADDRESS)

ON \_\_\_\_\_ DAY \_\_\_\_\_ TH \_\_\_\_\_ 20 \_\_\_\_\_ AT \_\_\_\_\_ HOURS.

We hereby certify that the following resolution of the Board of directors of \_\_\_\_\_ LTD was passed at the Meeting of the Board held on \_\_\_\_\_ and has been duly recorded in the Minutes Book of the said Company.

“RESOLVED THAT a Clearing Member / Beneficiary account for the company be opened with AFFLUENCE SHARES AND STOCKS PVT. LTD.(Depository Participant of CDSL) in the name and style of “\_\_\_\_\_” (name of the Co.) \_\_\_\_\_ LIMITED” for dealing in the Depository / Electronic segment of the various Stock Exchanges and Mr. \_\_\_\_\_ Director of the Company be and is hereby authorized to negotiate and finalize the terms and conditions for opening the account and completing the formalities including execution of necessary documents.

“FURTHER RESOLVE THAT Mr. \_\_\_\_\_ or Mr. \_\_\_\_\_ any one of these two directors of the company, individually be and is/are authorized to operate the account for and on behalf of the Company.”

RESOLVED THAT the company do grant in favor of AFFLUENCE SHARES AND STOCKS PVT. LTD.a Power of Attorney Limited to enabling AFFLUENCE SHARES AND STOCKS PVT. LTD.meet pay in obligations for sale transactions & margin obligations carried out in the account of the Company and authorize Mr. \_\_\_\_\_ of the Company to execute, notarize and deliver to AFFLUENCE SHARES AND STOCKS PVT. LTD., the said Power of Attorney and to do all such other things as may be necessary in this connection.

“FURTHER RESOLVED THAT a certified copy of the said resolution be communicated to AFFLUENCE SHARES AND STOCKS PVT. LTD.together with the specimen signatures of all the aforesaid office bearer by the Chairman of the meeting under the common seal of the company.

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

Date : 

DD	MM	YYYY
----	----	------

CERTIFIED TRUE COPY

For \_\_\_\_\_ LTD.

Signatory

**SPECIMEN SIGNATURES**

**NAME**

1 Mr. \_\_\_\_\_

2 Mr. \_\_\_\_\_

**SIGNATURE**

\_\_\_\_\_

\_\_\_\_\_

## RIGHTS & OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS AUTHORISED PERSON AND CLIENTS

(As prescribed by SEBI and Stock Exchanges)

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

### CLIENT INFORMATION

7. The client shall furnish all such details in full as are required by the stock broker in "Account Opening Form" with supporting details, made mandatory by stock exchanges/SEBI from time to time.
8. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the stock broker shall be non-mandatory, as per terms & conditions accepted by the client.
9. The client shall immediately notify the stock broker in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the stock broker on a periodic basis.
10. The stock broker and sub-broker shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client,

confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the stock broker may so disclose information about his client to any person or authority with the express permission of the client.

### MARGINS

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

### TRANSACTIONS AND SETTLEMENTS

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

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

#### **BROKERAGE**

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

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

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

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

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

#### **DISPUTE RESOLUTION**

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

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

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

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

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

#### **TERMINATION OF RELATIONSHIP**

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

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

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

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

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

- of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
  32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
  33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
  34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
  35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
  36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.
- ELECTRONIC CONTRACT NOTES (ECN)**
37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
  39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.
  40. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.
  41. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.
  42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.
- LAW AND JURISDICTION**
43. In addition to the specific rights set out in this document, the stock broker, sub-broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.
  44. The provisions of this document shall always be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchanges, where the trade is executed, that may be in force from time to time.

45. The stock broker and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal within the stock exchanges, if either party is not satisfied with the arbitration award.
46. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges/SEBI.
47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/notices/circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.
48. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

## **INTERNET, WIRELESS & MOBILE TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKERS TO CLIENT**

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

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

## RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

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

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

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

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

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

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

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

### 1. BASIC RISKS:

#### 1.1 Risk of Higher Volatility:

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

#### 1.2 Risk of Lower Liquidity:

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

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

#### 1.3 Risk of Wider Spreads:

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

#### 1.4 Risk-reducing orders:

The placing of orders (e.g., "stop loss" orders, or "limit" orders) which are intended to limit losses to certain

amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

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

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

**1.4.3** A stop loss order is generally placed "away" from the current price of a stock / derivatives contract, and such order gets activated if and when the security / derivatives contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the security / derivatives contract reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security / derivatives contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

**1.5 Risk of News Announcements:**

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

**1.6 Risk of Rumors:**

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

**1.7 System Risk:**

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

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

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

**1.8 System/Network Congestion:**

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

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

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

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

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

- A. Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.
- B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.

- C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

## 2.2 Currency specific risks:

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

## 2.3 Risk of Option holders:

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

the investor may lose all or a significant part of his investment in the option.

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

## 2.4 Risks of Option Writers:

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

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

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

### 4. GENERAL

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

## GUIDANCE NOTE : DO'S AND DON'TS FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS

### BEFORE YOU BEGIN TO TRADE

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

### TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details

on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.

13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
  - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
  - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/ deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
  - c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
  - d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.
14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint

in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.

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

#### IN CASE OF TERMINATION OF TRADING MEMBERSHIP

16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges give a public notice inviting claims relating to only the "transactions executed on the trading system" of Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.
17. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker's insolvency or bankruptcy and the extent to which

you may recover such money and/or securities may be governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

#### DISPUTES/ COMPLAINTS

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

#### DO's & DON'Ts

1. Verify your transaction statement carefully for all debits and credits in your account. In case of any unauthorized debit or credit, inform your DP or CDSL.
2. Intimate any change of address or change in bank account details to your DP immediately.
3. While accepting the Delivery Instruction Slip (DIS) book from your DP, ensure that your BO ID is pre-stamped on all the pages along with the serial numbers.
4. Keep your DIS book safely and do not sign or issue blank or incomplete DIS slips.
5. Strike out the empty space, if any, in the DIS, before submitting to DP.
6. For market transactions submit the DIS ahead of the deadline time, DIS can be issued with a future execution date.
7. The demat account has a nomination facility and it is advisable to appoint a nominee to facilitate your heirs in obtaining the securities in your demat account, on completion of the necessary procedures.
8. To open and operate your demat account, copy of PAN card of all account holders is to be submitted to the DP along with original PAN card, for verification.
9. Register for CDSL's SMART (SMS Alerts Related to Transactions) facility. If any unauthorized debit is noticed, the BO should immediately inform CDSL and the Main DP, in writing. An email may be sent to CDSL at [complaints@cdslindia.com](mailto:complaints@cdslindia.com).

#### FOR DEMAT ACCOUNT

10. Register for CDSL's Internet based facility "easi" to monitor your demat account yourself. Contact your DP or visit CDSL's website: [www.cdslindia.com](http://www.cdslindia.com) for details.
11. In order to receive all the credits coming to your demat account automatically, you can give a one-time, standing instruction to your DP.
12. Before granting Power of Attorney to anyone, to operate your demat account, carefully examine the scope and implications of powers being granted.
13. Signatures can be in English or Hindi or any of the other languages contained in the 8th Schedule of the Constitution of India. Thumb impressions and signatures other than the above mentioned languages must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate under his/her official seal.
14. Signatures should be preferably in black ink.
15. Details of the Names, Address and Tel. No. etc. of the Magistrate/Notary Public/Special Executive Magistrate are to be provided in case of any attestation done by them.
16. In case of additional signatures (for accounts other than individuals), separate annexure should be attached to the application form.
17. In case of applications under a Power of Attorney, the relevant Power of Attorney or the certified and duly notarized copy thereof, Name of the POA, Signature of the POA, must be lodged with DP along with the application.
18. All correspondence /queries shall be addressed to the Sole / First Applicant only.
19. Strike off whichever is not applicable.

This document contains the policies and procedures of AFFLUENCE SHARES AND STOCKS PVT. LTD. for Cash, F&O and Currency Derivatives segment as are presently in force in relation to:

1. Refusal of orders for Penny/illiquid Stock.
2. Applicable Brokerage limit
3. Setting up of exposure limits
4. Delayed payment charges
5. Squaring off of market positions, collaterals and other securities.
6. Market and internal shortages.
7. Refusal of Client requests for fresh positions.
8. Suspension of Client's account and deregistering of the client.

The policies set out herein may be modified from time to time with prior notice in accordance with the rules, regulations and bye-laws of SEBI or the exchanges or other authorities or at the option of Affluence by way of notice of not less than 15 (Fifteen) days to the Client.

**1. Penny/illiquid securities:**

Affluence shall from time to time classify and publish on its website a list of securities which are illiquid as per the list of illiquid securities notified on a periodic basis by the Stock Exchanges concerned and / or based on such internal criteria as Affluence may deem fit. Affluence reserves the right to refuse execution of any transaction requests of the Client on such illiquid securities or to reduce the open market interests of the Client in such securities. Affluence also reserves the right not to allow any trades or transactions in respect of certain securities or segments or orders/requests which may be below / above certain value / quantity as may be decided by Affluence from time to time.

**2. Applicable Brokerage:**

- 2.1 Affluence shall levy brokerage for the Client's transactions as per the brokerage slabs mutually agreed with the Client in writing in the Client Registration Form subject to the maximum rate prescribed by the Stock Exchanges / SEBI. The Client shall pay such fees, charges, and commissions as may be notified by Affluence from time to time depending upon the services availed by the Client. Affluence may require the client to pay an upfront service fee for availing the services offered by Affluence and the client shall pay such fee as and when so required.
- 2.2 Subject to such maximum prescribed rates, Affluence may revise the rates from time to time after intimation to the Client of the revised rates and the date on and from which the revised rates shall take effect. Affluence may intimate the revised rates either in writing addressed to the Client or by publishing the rate on its back-office website or by both means. The Client shall intimate its objection(s) if any to the revised brokerage in writing addressed to the branch under which the Client is mapped in case the Client is a direct Client or to the controlling Branch if the Client is mapped under a sub-broker within 15 (fifteen) days of receipt of intimation of the change in brokerage. The Client

shall be deemed to have agreed to the change in brokerage rates if he does not intimate any objection thereto within the time prescribed.

- 2.3 The Client shall pay all costs, charges, expenses, damages, losses, interests (including penal interests) and other outgoings incurred or suffered by Affluence as a result of the Client's default, including without limitation, due to dishonor of cheques.
- 2.4 Affluence may debit to the client's account any charges incurred by it in connection with settlement transactions in funds and securities and the Client hereby authorises Affluence to do the same.
- 2.5 All payments to Affluence shall be made clear and free of withholding and deduction, in Indian Rupees, in immediately available and freely transferable funds.
- 2.6 Brokerage shall be paid in the manner intimated by Affluence to the Client from time to time, including as a percentage of the value of the trade or as a flat fee or otherwise, together with the service tax as may be applicable from time to time on the same. The Client further agrees to pay any applicable taxes including the securities transaction tax, duties and levies as may be levied on the transaction from time to time.
- 2.7 The applicable stamp duty payable on any instruments relating to any transaction including without limitation any stamp duty payable on Contract Notes issued pursuant to transaction executed shall be payable by the client. Without prejudice to the generality of the above clause, the Client also agrees to pay any and all additional stamp duty payable if Contract Notes issued for any transaction executed are received by the Client in any other state other than the state of Gujarat.
- 2.8 Without prejudice to the absolute obligation of the Client to pay/reimburse monies to Affluence as set-out above, Affluence shall also be entitled to set-off and appropriate any monies that may be placed with or available with Affluence for and/or on behalf of the Client towards any dues of the Client to Affluence, arising howsoever.
3. **Setting up of Exposure limits:**
  - 3.1 Affluence shall be entitled to sanction trading limits to the Client based on the margin lying to the credit of the Client in the form of funds / securities / bank guarantees / fixed deposit receipts. Affluence at its sole discretion may refuse to accept any security as collateral/margin. Affluence shall from time to time publish a list of securities which would be acceptable as collateral/margin. In setting exposure limits for the Client, Affluence shall be entitled to consider such factors as it may deem fit, including without limitation, the client's risk profile, risk appetite, loss bearing capacity, payment history, market volatility, risk management policy of Affluence and such other factors or conditions which Affluence may consider relevant for the purpose. Affluence reserves liberty to vary the trading/exposure limits of the Client depending upon its risk assessment from time to time having regard to the changes in any of the factors or market conditions bearing on the risk profile of the Client.

3.2 Neither Affluence, nor any affiliate of Affluence nor their respective directors, officers, employees, agents shall in any circumstances be liable for any direct or indirect loss, cost, liability, expense or damage (including without limitation all legal fees and expenses) arising from any variation or reduction of exposure or turnover limits by Affluence.

**4. Delayed payment and consequences:**

4.1 Notwithstanding anything contained in these presents and without prejudice to margin funding guidelines issued by SEBI, any amounts which are overdue from the Client in any trading segments shall be liable to delayed payment charges at the rate of 1.5% per month or part thereof or such other rate as may be determined and communicated by Affluence. Affluence is authorised to debit the delayed payment charges to the account of the Client at the end of each month/such other interval as may be decided by Affluence. Client will not be allowed to take further position unless or until he / she clears his / her debit.

4.2 Without prejudice to Affluence's other rights and to the extent permissible under Applicable Laws, Affluence shall be entitled to liquidate / close out all or any of the Client's positions for non-payment of margin 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.

4.3 To the extent permissible under Applicable Laws, securities and monies lying with Affluence or in their possession or control, for any purpose, for the benefit of the Client, including in any account in which the Client may have an interest, shall be subject to a lien in favour of Affluence for the discharge of all the indebtedness of the Client and the Client's other obligations to Affluence and/or any affiliates of Affluence.

4.4 Affluence shall be entitled to suspend or terminate the member-client relationship without prior notice if the Client fails to fulfil his/her/its payment obligations hereunder, under the Agreement or otherwise due to Affluence.

4.5 Affluence shall not be obliged to return any margin to the Client until the Client has satisfactorily discharged all its payment obligations or other obligations under this Agreement.

**5. Affluence's right to square off:**

Without prejudice to Affluence's other rights (including the right to refer a matter to arbitration), in the event of the Client failing to maintain/supply applicable margin money required to sustain the outstanding market positions of the Client, Affluence shall be entitled, at its option and liberty, to liquidate/close out all outstanding market positions or any part thereof such that the outstanding market positions are either zeroed out or reduced to an extent where available margin covers the market positions remaining after such square off. The Client understands and accepts that authority of Affluence to square off outstanding market positions of the Client in the event of the Client failing to furnish margin money immediately on demand is carte blanche qua the entire outstanding

position and the Client shall not, as a matter of right, be entitled to reduction of the outstanding positions in stages in order that positions to the extent of available margin are retained in the Client's account. Affluence may also sell off all or any securities of the Client lying with Affluence as collateral or otherwise, for any amounts due by the Client and adjust the proceeds of such liquidation/close out against the client's liabilities/obligations to Affluence. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client. Such liquidation/ close out may be without any prior reference or notice to the client. Client shall keep and hold Affluence indemnified and harmless from any loss arising out of such closing out/squaring off. Such liquidation or close out of positions shall apply to any segment in which the Client does business with Affluence.

**6. Market and internal shortages:**

6.1 In case of purchase of securities by the Client, at times Affluence may be unable to deliver the securities to the Client on the payout day due to non receipt of the securities from the Stock Exchange(s) or due to non-receipt of the securities from another Client of Affluence who has sold the securities against the said purchase transaction. In case of short delivery from the Exchange, the securities shall be delivered to the Client from the deliveries received from the Exchange and in case of short delivery due to non-receipt of the securities from another Client of Affluence, the securities shall be delivered to the client as per the policy of Affluence. The Client understands and acknowledges the same and undertakes that it shall not hold Affluence responsible for any loss or damages arising out of the same.

6.2 Auction or close out in case of Market Shortage - Where the Client has sold securities and delivery of securities sold is not received on or before settlement date or the securities received are not in deliverable state or due to any reason whatsoever the client is not able to deliver securities and position is deliverable in market, the securities will be auctioned or closed out as per the rules of the concerned Exchange. Consequently, client will be responsible for any resulting losses and all associated cost including penalty levied by the concerned Exchange.

6.3 Close out in case of Internal Shortages - The Client hereby agrees that if he/she/it has short delivered any securities against his/her/its pay-in obligation which resulted in internal shortage i.e. resulting in failure of delivery of securities to another client of Affluence who purchased the securities and the securities could not be auctioned in the market (self-auction), then close out price will be higher of the trade day's closing rate or 7% above the closing price on settlement (Payin/Payout) day or such other % as may be revised by Affluence from time to time.

**7. Refusal of Client requests for trades/transactions:**

7.1 Affluence is entitled in its sole discretion to:

- restrict or refuse execution of any orders for transaction in any scrip if transaction in such scrip is not in accordance with its internal due diligence policy and/or the directives and guidelines of the Exchanges and/or the Regulator issued from time to time and the client shall not call in

question any decision of Affluence to restrict or refuse transactions in such scrips on the ground that transactions in such scrip are not in violation of Affluence's due diligence policy or the directives or guidelines of the Exchange and/or the Regulator or on the ground that the Client has not been put on notice about the scrips on which trade restrictions have been imposed by Affluence.

- impose trade restrictions on any scrip having regard in particular to any one or more of the following factors viz. i) market volatility, ii) price sensitive announcements relating to any scrip, iii) restrictions on trade volume imposed by the Exchange concerned, iv) political instability in the country, v) external aggression or internal rebellion, vi) default by the Client to maintain applicable collateral/margin or to make payment of dues or such other factors influencing the securities market.
- refuse to accept or act upon any request/order which in Affluence's sole opinion, amounts to manipulating trades or price manipulation or artificial trade(s) and/or fraudulent trade(s) or otherwise in breach of applicable laws and/or Affluence's internal policies, without obligation to give the Client its reasons for doing so;
- close out any transaction which may have been executed but which Affluence was entitled to refuse to execute being contrary to its internal due diligence policies or by reason of any other factors including but not limited to trades being manipulative in nature;
- disallow any trades or transactions in respect of certain securities or segments which may be below/above certain value/quantity as may be decided by Affluence from time to time;
- Affluence may at its sole discretion decline to carry out the instructions or refuse to process / transmit the application form/order of the Client if it is uncertain of authenticity or is otherwise doubtful about the same for any reason.

7.2 Affluence shall not be liable, if any instructions are not carried out for any reason whatsoever

#### **8. Suspension and deregistering of Client's Account:**

8.1 If the Client apprehends that security of his account has been breached, the Client shall by writing made to the Branch under which the Client is mapped or to the controlling Branch if the Client is a Sub-Broker Client, request suspension of transactions in the Client's account and Affluence may on receipt of such request suspend transactions in the account. The Client shall ensure pay in of funds and securities in respect of all transactions pending to be settled on or before the respective settlement date(s) and shall compulsorily square off all open derivative positions, failing which Affluence without further reference to the Client shall square off all open derivative positions prior to suspending the account. The account of the Client shall, if suspended, remain so suspended until such time as the Client's request in writing for reactivation of the account is not received by Affluence. Provided always that Affluence may, without prejudice to its other rights to effect recovery of its dues, sell all or any collateral and other securities of the Client lying with it in

the Client's account towards full or part recovery of the dues owing by the Client without prior notice or consent of the Client.

8.2. Affluence may at any time, as it considers necessary in its sole discretion and without prior notice to the Client, prohibit, restrict or suspend the Client's access to or use of the Services provided to the Client under this Agreement, whether in part or entirely.

8.3 Affluence reserves the right to suspend or terminate this Agreement and deregister the client without prior notice in the event of:

- Any breach of the terms of this agreement
- In the event of infraction of any Rules, Bye-Laws, Regulations of SEBI or the Stock Exchange or of the provisions of any law for the time being in force governing dealings in the securities market without prior notice or on the directions of SEBI and/or the Exchanges
- Upon the death, winding up, bankruptcy, liquidation or lack of legal capacity of the Client
- The Client being designated as a defaulter by any credit rating agency or any action or proceedings have been initiated by the relevant regulator/Authority including without limitation SEBI.
- Bank account, demat account, securities account of the client being frozen or attached by any court of law or any other competent authority for whatever reason.
- The Client having misrepresented facts at the time of entering into this Agreement or at the time of giving instructions or otherwise.
- Any proceedings or investigations that involve the Client or his/her/its properties having been initiated (or is/are ongoing).
- The Client fails to fulfil his/her/its payment obligations under this Agreement or otherwise due to Affluence or
- If the Client migrates to a jurisdiction which prohibits trading in Indian Securities or otherwise subjects Affluence or any of its employees to any licensing or registration requirements

8.4 All rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to deregistration of the Client shall continue to subsist and vest in /be binding on the respective parties or his/her/its respective heirs, executors, administrators, legal representatives or successors, as the case maybe.

9. The prevailing policies and Procedures of Affluence in respect of the above said matters shall remain published on its back-office website [www.affluencetrade.com](http://www.affluencetrade.com) or such other websites as may be notified to the Client from time to time and the Client agrees that it is Client's responsibility to access, understand and abide by such policies at all times during the subsistence of this agreement. Affluence shall provide the Client with secured access to its website through unique client specific user ID and Password.

I have read and understood the policies and procedures described in this above schedule and agree to be bound by the same.

## Voluntary (Non-Mandatory) Terms & Conditions

Whereas the client has entered into agreements with AFFLUENCE SHARES AND STOCKS PVT. LTD. (herein after collectively referred to as Affluence) for the purpose of trading on Cash, F&O and Currency Derivatives segment of the -National Stock Exchange of India Limited and the Bombay Stock Exchange Limited and whereas for the purpose of more fully and conveniently availing of the services agreed to be provided by Affluence under the said agreements and also the additional services made available by Affluence, the Client, on his/her/its own free will and violation, agrees to accept and be bound by the following terms and conditions.

The Client understands that these terms and conditions are voluntary i.e. non-mandatory in nature but on acceptance of these shall bind the parties and be enforceable by each party against the other as effectively as if these are integral part of the said agreements itself.

1. **Authorization to debit additional charges:** Without prejudice to any other clauses of this agreement and/or the general terms and conditions thereof, the client understands and agrees that Affluence may levy additional charges for any extra services rendered by Affluence and as required by the client, or for such extra/ reasonable costs, including legal expenses incurred by Affluence for collecting the unpaid dues of the Client, delayed payment charges, account maintenance charges where brokerage generated falls below the minimum prescribed from time to time.
2. **Authorization for collection of AMC in respect of Demat Account :** Client authorizes Affluence to debit Annual Maintenance Charges and all transaction charges payable by it in respect its Demat Account with Affluence to the broking account of the Client in may of the segments.
3. **Payment by cheque:** Where payment by the client towards margin money is made through cheque / pay order / demand draft issued in favor of Affluence , trades may be executed at the discretion of Affluence only upon realization of the funds of the said cheque / pay order / demand draft.
4. **Settlement Obligations:** Where settlement obligations, whether of fund/securities, are not discharged by the Client on time, Affluence reserves the right not to release fund/ security (pay out) to the Client. Affluence may withhold pay-out of securities until cheque/pay order/demand draft issued by the Client is realized. This is without prejudice to the other remedies available to Affluence in the event of default by the Client in discharging the settlement obligations in accordance with the Rules, Regulations and Bye-laws of the respective Stock Exchange.
5. **Client to pay on demand:** The client hereby unconditionally, absolutely, and inescapably undertakes to pay immediately any amount due and payable under this agreement on being called upon to do so, merely on a demand in writing or otherwise from Affluence stating that the amount has become due and any such demand made on the client shall be conclusive as regards the amount due and payable by the client.
6. **Lien:** All the securities and / or properties placed with Affluence shall be subject to a lien for the discharge of any and all indebtedness or any other obligation that the client may have to Affluence or to any of the group companies of Affluence. All of the client's securities and/or other property shall be held by Affluence as security for payment of any such obligation or indebtedness to Affluence or the group companies. In enforcing its lien, Affluence at its sole discretion may determine the time when and the securities and / or other properties which are to be pledged / sold.
7. **POA for Demat Account:** The Client agrees that Affluence may require the Client, at any time during the subsistence of any arrangement relating to the subject matter of these presents, to open one or more Demat account with the depository participant designated by Affluence. The CLIENT further agrees to execute a power of attorney for the operation of the designated Depository account authorizing Affluence to sign and issue Delivery Instruction Slips on behalf of the Client to transfer securities from the Demat account of the Client to the Pool account of Affluence to discharge the delivery obligations of the Client in respect of the shares sold by the Client. The Power of Attorney shall also authorize Affluence, where securities in the designated Demat Account of the Client has been given for margin, to pledge, sell, dispose of, transfer or deal in any other manner the securities given for margin.
8. **Pay out of securities/fund:** In order to facilitate operations, the Client authorizes Affluence to maintain a running account with Affluence, instead of settlement to settlement clearance of funds /securities due to Client. The pay out of funds/securities may be retained by Affluence in the running account and no interest shall be payable by Affluence on such securities /funds so retained. The Client authorizes Affluence to transfer the securities so retained by Affluence in any settlement or inter-settlement towards the pay-in obligation of the Client against future sale. The Client also authorizes Affluence to consider the funds/securities so retained by Affluence towards collateral margin and for allowing enhanced gross exposure to the Client. The Client agrees that Affluence shall not be liable for any claim for loss or for profit, or for any consequential, incidental, special or exemplary damages, or otherwise, caused by retention of such securities/funds under this agreement. On written request of the Client, Affluence may release funds / securities to him, if sufficient margins in respect of his trading, across the Stock Exchange(s) and across the segments of the Stock Exchange(s) are available with Affluence. The Client also agrees that Affluence may retain and/or sell securities or adjust funds to the extent of debit balance in the account of the Client in any of the segments of any Stock Exchange(s) and release the balance securities/funds remaining after such retention/sale/ adjustment.
9. **Authorization for Inter segment fund balance transfer and stock transfers:** The client hereby authorizes

Affluence to transfer his/ her/its debit/credit balances in the ledger account arising during the course of trades in one segment to his/her/its ledger account in another segment or to transfer any stock purchased / lying in his/her/its account in one segment to his/her/its account in another segment as often as may be required. The transfers may be completed by passing journal entries in the books of Affluence.

10. **Acting as a Sub-Broker:** The Client agrees that he shall not act as a Sub-Broker without prior written permission of Affluence, the Stock Exchange and without obtaining certificate of Registration from Securities and Exchange Board of India (SEBI).
11. **Orders at Unrealistic Prices / Illiquid scrips:** The client hereby confirms that he will not place or cause to be placed with Affluence, orders in scrip at prices substantially different from the prevailing price of the scrip at the time of placement of order. Any order placed by the client wherein the price is substantially different from the prevailing market price of the scrip is liable to be rejected at the sole discretion of Affluence. The Client understands that Affluence may in its sole discretion and without disclosing any reasons, restrict trading in certain scrip or stock options. The Client understands and agrees that the details of such scrips will be disclosed by Affluence through the Back Office Login or other means.
12. **Resolution Of Disputes/claims Through Arbitration:** The client and Affluence agree to refer any claims, disputes or differences arising out of or in relation to any transactions between them to which the Rules, Bye-Laws and Regulations of the concerned Stock Exchange apply, for their resolution, to arbitration in accordance with the terms and conditions in the said Rules, Bye-Laws and Regulations and circular issued there under for such resolution as may be in force from time to time and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Ahmedabad and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Ahmedabad for the purpose of giving effect to the provisions of the rules and regulations of the exchange.
13. **Statement of accounts on the back office website of Affluence:** The client agrees to download his account statement from Affluence's back office web site [www.affluencetrade.com](http://www.affluencetrade.com) or any other web site which Affluence will have and want the client to use. Any discrepancy in the account statement in respect of any accounting entry in any calendar month shall be brought to the notice of Affluence within one week from the end of that month, failing which the account statement appearing in the books of Affluence shall be deemed to be correct and accepted by the client.
14. **Disclaimer:** The Client understands and agrees that neither Affluence nor the supplier of the market data that is disseminated through the Website of Affluence or in any

other media by Affluence guarantees their timeliness, sequence or periodicity of dissemination, accuracy, completeness, reliability or content. Affluence provides the market data/information on an "as available" basis and does not give any warranties of any kind, either express or implied, including, without limitation, those of their merchantability and fitness for a particular purpose. It is expressly provided that neither Affluence nor any other party disseminating any market data, message or information through the Website of Affluence or in any other media shall be liable for:

- (a) Any inaccuracy, error, omission or delay in the transmission or delivery of any such data, information or message, or
- (b) Any **loss** or damage arising from or occasioned by (i) Any such inaccuracy, error, delay or omission, (ii) Non-performance, or (iii) Interruption in making available any such data, information or message, due to either any act or omission by Affluence or any disseminating party or to any "force majeure" (e.g. flood, extraordinary weather condition, earthquake or other act of nature, fire, war, insurrection, riot, labour dispute/unrest, accident, action of government, communications or power failure, equipment or software malfunction) or any other cause beyond the reasonable control of Affluence or any disseminating party.
- (c) The Client also agrees that all investments and disinvestment decisions are based on the Client's own evaluation of financial circumstances and investment objectives. This extends to any decision made by the Client on the basis of any information that may be made available by Affluence through its website or through any other media. The Client will neither hold, nor seek to hold Affluence or any of its officers, directors, employees, agents, subsidiaries, affiliates or business associates liable for any trading losses, costs or damage incurred by the Client consequent upon relying on investment information, research opinion or representation, comments, views or any other material / information provided by Affluence . The Client is aware that any information made available by Affluence through any medium based on the research of Affluence or other external sources is subject to normal market variations or judgmental errors and is only intended to be an estimation of the performance or prospects or otherwise of various investment options, and Affluence shall not be deemed to have assumed any responsibility for any such information. The availability of any such information on the website of Affluence in any other medium does not constitute a recommendation to buy or sell any of the investment products. The Client should seek independent professional advice regarding the suitability of any investment decision he takes.
- (d) The Client also understands and agrees that placing of an order with Affluence electronically, over telephone or otherwise does not guarantee execution of the said order or the acceptance of the instruction to trade by Affluence. Though orders will generally be routed to the exchange's computer systems within a reasonable time from the time the order is placed by the Client to Affluence's trading

system, Affluence shall not be liable for any delay in the execution of any order or any resultant loss on account of that delay. Affluence shall not be deemed to have received any order unless it has confirmed the same.

15. **Legal, Tax, Accounting or Investment advice:** The Client acknowledges that the Member shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment. The Client also acknowledges that the Member's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from the Member or any of its employees.
16. **Use of data/information on the Website:** The Client understands that each participating Exchange, association, agency and Affluence asserts proprietary interests in the market data, research work and other materials displayed on the website of Affluence and that the Client is authorized to use the said website materials for the client's own needs and uses only in accordance with the terms and conditions specified for such usage. Client **is not** authorized to, and shall not, sell or provide access to or make copies of any such materials or permit their use by any **other** persons in any manner, Client will not delete copyright or other intellectual property rights notices from printouts of electronically accessed materials. Client understands that the Exchange does not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. Neither Affluence nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.
- 16.1 The Client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise and in the event the Client does so he does so at his own risk and cost.
17. **Rates for "market orders" may vary:** In case of a "market order", the Client agrees that the order may be executed at a price different from the price at which the security has been trading when the order was entered into Affluence trading/INTERNET TRADING system.
18. **Authorized Representatives:**
  - a) The Client may authorize any other person to be his authorized representative to trade and transact in securities for and his behalf in his trading account, by executing and producing to Affluence a Power of Attorney in favour of the person so authorized.
  - b) The trading and other instructions for facilitating and carrying out business issued telephonically or through any other means either express or implied by authorized representative of the Client shall be binding on the Client.
  - c) The Client shall be bound by all the transactions undertaken by Affluence pursuant to the instructions of the authorized person.
  - d) If any transaction under this agreement or under any other agreement or otherwise with Affluence has/have been executed on behalf of the Client or by any other person purporting to be an authorized representative of the Client and the same has/have been accepted or accepted from time to time by the Client, then such transaction(s) shall be deemed to be executed by the Client through such other person by the Client and the Client hereby agrees to ratify and accept all such transaction(s) and undertakes to meet all obligations arising from such transaction(s).
- e) It shall be the responsibility of the Client to inform Affluence in writing of any replacement of his authorized representative failing which the Client shall be liable to Affluence for all the trades and transactions or other actions of both the old and new representatives. Any replacement of authorized representative shall be made by revoking the POA executed in favour of the old authorized representative and executing a POA granting powers to the new Authorized representative and by **no other** means.
19. **Manner and Mode of placing orders / instructions :** The client or his authorized representative may communicate orders and other instructions to Affluence or the sub-broker/ authorized person as the case may be over phone at the designated contact telephone numbers, or in writing, or through email, or by personally visiting the designated office. Client or the Authorized Representative may use any one or more these means for placing orders.
20. **Non-execution of Orders:** The client hereby agrees that Affluence or the Exchanges shall not be liable for non-execution of any order caused due to suspension or interruption of trading, net work congestions, software glitches, power or equipment failure, non-availability or malfunctioning of the online as well as offline trading services, **or** the exchange system or services for any reasons whatsoever. Bids or offers may be executed in full or in part or may not be executed at all depending on availability of counter party orders with matching price and/ or quantity. Trade orders requested by the Client off line in dial and trade mode shall be acted upon by Affluence on best effort basis so however that Affluence shall not be liable for non-execution of any such orders for any reasons beyond its control.
21. **Client not to act on representations of agents, employees:** Client is aware that Affluence has not authorized any agents, representatives, employees or other persons to make any representation, or to give any promise, assurance, warranty, undertaking or commitment as to return on investment of the Client whether in writing or otherwise on behalf of Affluence. Client understands that it is required to familiarize itself with the various risks inherent in the securities market which are set out in detail in the Risk Disclosure Document and to carry out transactions on the Exchange in accordance with the bye-Laws, Rules and Regulations of SEBI and the concerned Stock Exchange and the terms and conditions set out in the KYC documents. Client also understands that its relation with Affluence as Stock Broker / Trading Member is governed entirely by the express terms contained in the

- KYC documents and the Bye-Laws, Rules and Regulations of SEBI and concerned Stock Exchange and that Affluence has not authorized any persons to hold out any promise, representation, assurance, undertaking, commitment etc. as to return or profit on investment and that Affluence excludes all and any liability of loss accruing to the Client by reason of the Client acting in reliance of such promise or representation etc.
22. **Recording of Conversation:** The client is aware that Affluence may tape record the conversation between the client / client's representative and Affluence, either directly or over the telephone, and hereby specifically permits Affluence to do so. Such recording may be relied upon by Affluence as valid evidence of the content of the conversation as and when required.
  23. **Confidentiality of Client Details:** Affluence 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. The Client, however, understands and agrees that Affluence may use the details of the client for its own group companies/ branches/its sub broker/franchisee.
  24. **Client to intimate changes:** Client understands that it is Client's responsibility and undertakes to intimate Affluence forthwith in writing of any change in relation to any information furnished by the Client in the Client Registration Form, including in particular but not limited to any change in the correspondence address. Client shall produce while intimating such changes necessary proof in support of the change and shall produce any additional proof, if any, required by Affluence.
  25. **Client to furnish additional information:** Client agrees and undertakes to furnish to Affluence such additional information as may be necessary under the Rules, Regulations and Byelaws of the Exchanges, SEBI as may be in force from time to time or as may be required by any judicial, statutory, investigating, local or other authority, immediately on Affluence making a request on the Client. Client further agrees that Affluence may part with any such information pertaining to the Client and the transactions carried out by the Client through Affluence to any judicial, statutory, local, investigating or other authority without prior reference to the Client.
  26. **Pay-in of Funds & Securities:** Affluence will receive funds/ securities and/or disburse funds/securities only from/to the Bank a/c / Demat a/c given by the Client in the Client registration form or subsequently submitted by it in writing to Affluence and accepted by Affluence. Affluence reserves the right not to accept funds/securities from Banks/Demat accounts other than that registered with it. Client understands and agrees that Affluence shall not be liable for any loss caused to the Client by reason of Affluence declining to accept funds/securities from accounts not registered with Affluence.
  27. **Client to Retain Copy:** A copy of this agreement is being provided to the Client at the time of execution of this agreement and the Client acknowledges the receipt of the same, Further, in case the Client misplaces the copy provided to him/her/it, he/she/ it can make a written request for additional copy at his/her/its cost.
  28. **Proprietary Trades by Affluence:** Affluence discloses herewith that it may undertake proprietary trading in addition to trades on behalf of its Clients.
  29. **Client's declaration:**  
Client declares that:
    - (a) The Client is conversant with the laws, practices, rules, regulations, guidelines, circulars etc. prescribed by SEBI, the Stock Exchanges in relation to trading and transactions in the Securities Market and matters incidental or ancillary thereto and undertakes to acquaint itself with any modifications / changes brought about therein from time to time.
    - (b) The Client will not give any third party shares or cheques for settlement of his/her/its obligations to the Exchange.
    - (c) The Client will not indulge in any manipulative, fraudulent and/or unfair trade practices including but not limited to trades such as synchronized deals, structured deals, circular trading in the capital market and futures and option segments.
  - 29.1 In the event Client is found to have indulged in any manipulative, fraudulent and/or unfair trade practice or to have committed a breach of the applicable laws, regulations, guidelines, Bye-laws, by Client's acts or omissions, whether directly or indirectly, the Client shall be solely liable for the consequences thereof, including but not limited to financial losses and the penalties, restrictions or other actions imposed or taken by appropriate authority.
  30. **Severance:** In case any one or more of the provisions contained in this Agreement becomes invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforce ability of the remaining provisions contained herein shall not in any way be affected or impaired thereto.
  31. **No Waiver:** No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provisions of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.
  32. **Notices:** All notices or communications issued by Affluence under this agreement shall be served on the Client in any one or more or all of the following ways at the ordinary business address and / or ordinary place of residence and / or last known address of the client:

- i) By ordinary post
  - ii) By registered post
  - iii) Under certificate of posting
  - iv) By express delivery post
  - v) By telegram
  - vi) By affixing it on the door at the last known business or residential address
  - vii) By oral communication to the party or on the last known telephone number or on the recording machine of such number
  - viii) By advertising it in at least one prominent daily newspaper having circulation in the area where the last known business or residential address of the client is situated
  - ix) By publishing it in the Client's log-in page on the back office website of Affluence
  - x) By a notice posted on the notice board of the Exchange if no address be known
  - xi) By electronic mail or fax
  - xii) By hand delivery
- 32.1 Notwithstanding anything stated above, communication relating to orders, margins, maintenance calls and other similar matters in the ordinary course of dealings between Affluence and the Client may be made orally.
- 32.2 Deemed Service: Any communication sent by Affluence to the Client shall be deemed to have been delivered or served, even if such communication is returned to Affluence as unclaimed/ refused/undelivered, if the same is sent to the ordinary business address and / or ordinary place of residence and / or last known address of the party, in any one or more of the ways mentioned above. The Client shall always be deemed to have notice of all communication posted/published in the log-in page of the back office website of Affluence and it shall be responsibility of the Client to access the website of Affluence regularly for all such communication.
33. **Electronic Contract Note (ECN):** The Client understands that he/she/it can have Contract Notes for the trades executed, delivered by Affluence in Electronic/Digital Form (ECN) authenticated by means of a digital signature in lieu of Physical Contract notes through e-mail by authorizing Affluence in this connection and providing the e-mail address(es) at which the Client wishes the ECN to be sent. For availing of this service, the Client shall sign and issue a mandate in the prescribed form authorizing Affluence to issue Contract Notes in digital form. However, Affluence may at its discretion, continue to issue Contract Notes in physical form instead of in digital form with or without levying charges for the same. Client understands and agrees that delivery of Contract Notes in digital form shall be subject to the following terms:
- (i) Affluence shall send the ECN to the e-mail address (es) of the Client. The ECNs shall be digitally signed, encrypted, non-tamperable and shall comply with the provisions of the IT Act, 2000. In case the ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
  - (ii) The Client shall access and verify the ECN and all information contained therein shall be binding on the Client, if the Client, does not object, either in writing or via E-mail, within 24 hours after such documents are available to the Client. The Client will be required to save/print/download the ECN for achieving and delete the e-mails from his e-mail account on a regular basis so as to keep sufficient space in the e-mail account to continue receiving ECN from Affluence.
  - (iii) The ECN shall be deemed to have been delivered to the Client, if Affluence does not receive a rejection of the same or if the email has not bounced back. If the email has bounced back, then Affluence will send a physical contract note to the client within the stipulated time under the extent regulations of SEBI/stock exchanges.
  - (iv) Affluence shall also publish the Contract Note on the Web site [www.affluencetrade.com](http://www.affluencetrade.com) or on any other designated location specified by Affluence from time to time. The Client will be issued a login and password by which the Client can login in to his account and view/save/print the ECN. Unless the client lodges a complaint with Affluence as to his inability to access the system, it would be presumed that all Contract Notes have been properly delivered. The Client shall take all necessary steps to ensure confidentiality and secrecy of the login name & password. The specific clauses herein below governing user name and password for facilitating net banking services through the Electronic Payment Gateway shall mutatis mutandis apply to the use of Login Name and Password allotted to the Client for accessing ECN on the Website of Affluence.
  - (v) Should the Client experience any difficulty in opening the ECN, Affluence may, on advice by the Client, make the required delivery by any other means (e-mail, electronic mail attachment, or in the form of an available download from the back office web site) or in a paper based format. Failure to advise Affluence of such a difficulty within 24 hours after delivery shall serve as an affirmation that client was able to receive and open the said document.
  - (vi) In case when Affluence is not able to provide the Contract Note to the Client through internet due to any unforeseen problem, Affluence will ensure that the Contract Note is issued in physical form as per the time schedule stipulated in the Bye Laws, Rules and regulations of the Stock Exchange.
  - (vii) Affluence and the client hereby agrees to abide by any amendments to the terms for ECN from time to time that may be required for ensuring compliance with any statute, regulation or with the requirements of any other competent authority.

- (viii) Discrepancies, if any, in the ECN should be brought to the notice of Affluence within 24 hours of issuance of the ECN failing which the Contract Note shall be deemed to be true and correct record of the transactions stated therein and shall be binding on the Client.
- (ix) The Client agrees that Affluence fulfils its legal obligation to deliver to the Client Contract Notes if these are sent via electronic mode in accordance with the terms above.
- 34. Electronic Transmission of other Documents:** The Client agrees that Affluence may transmit to the Client any statements or documents including, but not limited to, Margin Statement, Statements of Funds and Securities, margin and maintenance calls and other notices/communications in electronic mode either at the e-mail ID designated for delivery of ECN or to the mobile number of the Client or both and, by so transmitting, Affluence shall be deemed to have fulfilled his obligation to deliver to the Client such documents. Discrepancies, if any, in the ECN should be brought to the notice of Affluence within 24 hours of issuance of the ECN failing which the Contract Note shall be deemed to be true and correct record of the transactions stated therein and shall be binding on the Client.
- 35. Electronic Payment Gateway for Net Banking Services:** Affluence may provide on its internet trading website, without additional cost to the Client, access to Electronic Payment Gateways provided by various banks for facilitating transfer of funds from Client's bank account to the account of the Client with Affluence. Client understands that Affluence is only providing access to the electronic fund transfer facility provided by the banker of the Client through Affluence's website by means of an interface and is not liable or responsible for the proper functioning or otherwise of the Gateway or for any transaction errors, losses, malfunctioning or hacking of the system by unscrupulous elements, frauds, and/or any incidental or consequential claims arising thereout. Client undertakes not to make Affluence a party to any litigation, claim, dispute, difference or complaint that the Client may initiate in respect of, arising out of or in connection with any transactions on the Gateway and agrees that Affluence's liability shall at all time be limited to the amount actually received in its account by electronic transfer from Client's account with the Bank.
- 36. Internet Trading:** Affluence offers Internet Trading facility for transaction in securities through Exchange (hereinafter referred to as "the Internet Trading system/service") approved software whereby the Client can route its orders to Affluence over the internet for purchasing, selling and dealing in securities and the Client desires to avail of the Internet Trading facility provided by Affluence.
- 36.1 User Name and Password: The Client will be entitled to a user-name and password which will enable him to access Affluence's Internet Trading facility for availing of the internet Trading services.
- 36.2 The Client is aware that the initial Password is system generated and agrees and undertakes to immediately change the initial password upon receipt thereof the same by the Client. The Client is aware that subsequent passwords are not known or available to Affluence.
- 36.3 The Client shall be responsible for keeping the User-name and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Internet Trading system using the Client's User-name and/or Password whether or not such person was authorized by the Client to do so. The CLIENT is aware that authentication technologies and strict security measures are required for the Internet Trading through order routing system and undertakes to ensure that the password of the CLIENT is not revealed to any third party. The Client agrees and undertakes to:
- (i) Keep the password totally confidential and not reveal it to any third party
  - (ii) Choose a password that contains a mix of alphabets, numbers and special characters which must not be readily accessible personal data or guessable combination of letters, numbers
  - (iii) Commit the password to memory and not to record it in any written or electronic form
  - (iv) Not let any unauthorized person has access to their computers or leave the computer unattended while accessing the Electronic payment gateway for net banking
  - (v) Change the password assigned by the Stock Broker on accessing the EPG for net-banking for the first time
  - (vi) As a measure of safety to change the password as frequently thereafter as possible
  - (vii) In the absence of any specific request for not collecting the password, the password shall be sent to the Client by courier at his/her/its own risk and consequences to the address modified by them for correspondence
  - (viii) The Stock Broker shall not be liable if the password falls in the hands of any unauthorized person
- 36.4 The Client acknowledges that he is fully aware of and understands the risks associated with trading in securities over the internet including the risk of misuse and unauthorized use of his User-name and/or Password by a third party and the risk of a person hacking into the Client's account on the Internet Trading software system and unauthorizedly routing orders in the Client's account through the system. The Client agrees that he shall be fully liable and responsible for any and all unauthorized use and/or misuse of his Password and/or User name and also for any and all acts done by any person through the internet Trading system in the Client's account in any manner whatsoever.

- 36.5 The Client shall log off from the Internet Trading system as and when the Client ends session with the Internet Trading system or when not using the Internet Trading service. The Client understands and is aware that failure to log off from the system when not in use may expose the system to access by unauthorized persons and misuse. All loss, liabilities, consequences accruing or arising as a result of the Client not logging off from the Internet Trading system shall be borne solely by the Client.
- 36.6 Without prejudice to the generality of the provisions in the above clauses, the Client undertakes to immediately notify Affluence if the Client:
- a) Discovers, notices, or suspects or is of the opinion that reasonable grounds exist to suspect that unauthorized access has been gained by any persons to his User name, Password or account
  - b) Becomes aware of any loss, theft or unauthorized use of the passwords or digital signatures as the case may be and account number
  - c) Fails to receive a message from Affluence that an order or application was received and executed or receives any confirmation of an order which the Client has not placed,
  - d) Receives inaccurate information regarding the account balances, investment products position or transaction history, or notices such other discrepancies in the account that might be attributable to unauthorized access
  - e) Forgets password or
  - f) Discovers a security flaw in the Internet Trading system.
- 36.7 The Client shall inform Affluence full details of such unauthorized use including the date of such unauthorized use, transaction discrepancies or security flaw, the manner in which User name/Password was unauthorizedly used, the transactions effected pursuant to such unauthorized use, etc., provided always that the Client shall be solely responsible and liable for the trades so executed and shall not hold Affluence liable for the financial and other consequences there under in any manner.
- 36.8 In any of the above events specified in Clause 36.6 above, the Client shall immediately change his Password, However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorizedly changed by some other person or for any other reason, then the Client shall immediately request Affluence in writing to discontinue old Password; and thereupon Affluence shall deactivate the old Password and communicate to the Client a new system generated Password. All provisions herein concerning Password shall apply to such new Password as well.
- 36.9 Copyright: The Client agrees that the software underlying the Internet Trading System which is required for accessing the Internet Trading facility are the legal property of Affluence and the Client shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying the service. The permission given by Affluence to the Client to use the Internet Trading System shall not convey any proprietary/ownership rights in the above software to the Client.
37. **Data Security and maintenance of equipments :** The use and storage of any information including, without limitation, the passwords or digital signatures, portfolio information, transaction details, account balances and any other transaction details or trade information as the case may be on the Client's personal computer is at Client's own risk and is the Client's sole responsibility. Client is also responsible for maintenance and upkeep of the personal computer, modem, communication equipment and telephone or other services required for accessing and using the internet trading facility of Affluence and for all communications service fees and charges incurred by the Client in that connection.
38. The Client agrees that Affluence shall not be liable or responsible for non-execution of the orders of the Client due to any link/system failure at the Client's/Affluence's/Exchange's end.
39. The Stock Exchange may cancel a trade suo-motu without giving any reason thereof. In the event of such cancellation, Affluence shall be entitled to cancel relative contract(s) with Client.
40. The Client is aware that Affluence has provided on the web site a facility to check and confirm orders which are larger than the limit allowed to the Client by Affluence's risk management. The Client is also aware that Affluence has the discretion to disallow execution of such excessive orders entirely or allow execution to the extent of the limit prescribed by Affluence's risk management based on its risk perception. Provided, however, that in the event such excessive orders get executed, the Client shall remain bound by his trades and be liable for the financial and other consequences following from such trades.
41. The Client agrees that any request for cancellation/modification of an order or an application shall be subject to the order or application not having already been acted upon or already being executed or it being outside the control of Affluence to make any cancellation or modification to such order or application. An order or application shall be deemed to have been executed or cancelled only after the Client has received a statement from Affluence intimating him of the status of the order/Application.
42. **Order/Trade Confirmation:** Affluence shall also send the order/trade confirmation slip through e-mail at the email ID provided by the Client at his request, within the time period as specified by the Client from the time of execution of order/trade on the NEAT/BOLT system, as the case may

be. The Client agrees that the intimation of trade so sent by Affluence by e-mail shall be deemed to be a valid delivery of trade confirmation by Affluence.

43. **Jurisdiction:** All trades, transactions and contracts carried out on the Internet Trading system are subject to the Bye-Laws, Rules and Regulations of the Exchange concerned and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city where both constituents normally resides and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts where both constitutions normally resides for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.
44. **Transactions And Settlements:** All orders for purchase, sale or other dealings in securities and other instructions routed through Affluence's Internet Trading system via the Client's User name shall be deemed to have been given by the Client.
- 44.1 The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.
- 44.2 Affluence may from time to time impose and vary limits on the orders that the Client can place through the Internet 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, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that Affluence may need to vary or reduce the limits or impose new limits from time to time instantaneously on the basis of the Affluence's risk perception and other factors considered relevant by Affluence, and Affluence may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that Affluence shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the INTERNET TRADING System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that Affluence may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities through Affluence.
- 44.3 Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the Affluence's Internet Trading System, the Affluence shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
- 44.4 The Client agrees that the Affluence may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.
45. **Remit Funds payout electronically into client's bank account :** Notwithstanding anything contained in these documents and without prejudice to the rights and

obligations of the parties interse, the Client, hereby agrees and authorizes Affluence to transfer funds due for payment to the Client through Net Banking / EFT / RTGS / NEFT for the credit of designated bank account(s) of the Client details of which are given by it to Affluence. Client shall also give Affluence a cancelled cheque leaf of the designated Bank account for this purpose. Client agrees that it shall not hold Affluence liable if any fund is credited to wrong account(s) as a result of Client providing incorrect account details to Affluence. Affluence reserves the right to reject request of the Client for electronic fund transfer or to discontinue the facility without assigning any reason. The client also understands and agrees that Affluence shall not be responsible for any delay / failure in transmission of electronic payout of funds due to any reason whatsoever and undertakes to not hold Affluence liable in this regard.

46. **Margin:** The Client agrees and undertakes to immediately deposit with the Affluence such cash, securities or other acceptable security, which Affluence may require as margin. The Client agrees that Affluence shall be entitled to require the Client to deposit with the Affluence a higher margin than that prescribed by the Exchange. Affluence shall also be entitled to require the Client to keep permanently with Affluence a margin of a value specified by Affluence so long as the Client desires to avail of Affluence's Internet Trading Service.
47. **Cancellation Requests:** When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellation is received and the order is successfully cancelled before it is executed.
- 47.1 The Client shall not be entitled to presume an order as having been executed or cancelled until a confirmation from Affluence is received by the Client.
- 47.2 The Exchange manual a trade suo-motu without giving a reason therefore. In the event of such annulment, Affluence shall be entitled to cancel the relative contract(s) with the Client.
48. **Trade Confirmation:** Online confirmation will be available to the Client upon execution or cancellation of an order placed by him through the Internet Trading System. This shall be followed by a confirmation, which may be sent by postal mail, electronic mail or other electronic means. It is the responsibility of the Client to review upon first receipt, whether delivered to him online, by postal mail, by electronic mail, or other electronic means, all confirmations of transactions or cancellations.
49. **Representation and Warranties of Client:** The Client represents and warrants to Affluence that:
- 49.1 All the information provided and statements made in the Client's Internet Trading Account Application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that Affluence has agreed to provide Affluence's internet Trading Service to the Client on the basis, inter

alias, of the statements made in the Client's Internet Trading Account Application.

- 49.2 The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and Affluence's Internet Trading Service may at any time be unavailable without further notice. Affluence and the Exchanges do not make any representation or warranty that the Affluence's Internet Trading Service will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or the Affluence on account of any suspension, interruption, non availability or malfunctioning of Affluence's Internet Trading System or Service or the Exchange's service or systems for any reason whatsoever.
- 49.3 The Client has the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing his obligations and undertakings hereunder.
- 49.4 All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to this Agreement with all applicable laws, shall be completed by the Client prior to such transaction being entered into.
- 49.5 The Client shall abide by the Exchange Provisions and the terms of the Affluence's Internet Trading Website in force from time to time.
50. **Representation and Warranties of Affluence:** Affluence's Internet Trading System has been approved by the Exchange. Where the Internet Trading system has not been approved by the Exchange, Affluence has applied/proposes to apply to the Exchange to approve the said Internet Trading System and Affluence will

commence the Affluence's Internet Trading Service only after the Exchange has approved Affluence's Internet Trading System.

51. **Extraordinary Events:** Affluence and/or its agents will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond Affluence's control.
52. **Amendment to Agreement:** The Client understands and agrees that Affluence may discontinue his Internet Trading Service in part or in its entirety and change the terms of the Service (including the terms on Affluence's Internet Trading Website) at any time and from time to time, without prior notice.
53. **Termination of Agreement:** The Client agrees that Affluence may at any time terminate this Agreement, The Client is aware and accepts that in view of the nature of the transactions and dealings involved in providing the Service it may not be possible for Affluence to give advance notice of such termination or suspension to the Client.
54. The Client may at any time terminate this Agreement by not less than seven days notice to the Affluence, provided that unless Affluence otherwise permits, the Client shall not be entitled to terminate this Agreement so long as any amount is payable or securities are deliverable by the Client to Affluence.
55. The termination of this Agreement shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination.

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

Client Name : <i>SUSHIL KUMAR PATEL</i>
Client Sign. <i>(18) Sushil</i>
Address : <i>C-15, NIJANAND PARK, NR. NOBAL SCHOOL, NARODA.</i>
Place : <i>AHMEDABAD</i>
Date : <i>25-01-2013</i>

Name : <b>AFFLUENCE SHARES AND STOCKS PVT. LTD.</b>
Authorised Signatory :
Signed by (Title) :
Place :
Date : <i>25-01-2013</i>

# TERMS AND CONDITIONS-CUM-REGISTRATION / MODIFICATION FORM FOR RECEIVING SMS ALERTS FROM CDSL

FOR DEMAT ACCOUNT

## DEFINITIONS:

In these Terms and Conditions the terms shall have following meaning unless indicated otherwise:

1. "Depository" means Central Depository Services (India) Limited a company incorporated in India under the Companies Act 1956 and having its registered office at 17th Floor, P.J. Towers, Dalal Street, Fort, Mumbai 400001 and all its branch offices and includes its successors and assigns.
2. 'DP' means Depository Participant of CDSL. The term covers all types of DPs who are allowed to open demat accounts for investors.
3. 'BO' means an entity that has opened a demat account with the depository. The term covers all types of demat accounts, which can be opened with a depository as specified by the depository from time to time.
4. SMS means "Short Messaging Service"
5. "Alerts" means a customized SMS sent to the BO over the said mobile phone number.
6. "Service Provider" means a cellular service provider(s) with whom the depository has entered / will be entering into an arrangement for providing the SMS alerts to the BO.
7. "Service" means the service of providing SMS alerts to the BO on best effort basis as per these terms and conditions.

## AVAILABILITY:

1. The service will be provided to the BO at his / her request and at the discretion of the depository. The service will be available to those accountholders who have provided their mobile numbers to the depository through their DP. The services may be discontinued for a specific period / indefinite period, with or without issuing any prior notice for the purpose of security reasons or system maintenance or for such other reasons as may be warranted. The depository may also discontinue the service at any time without giving prior notice for any reason whatsoever.
2. The service is currently available to the BOs who are residing in India.
3. The alerts will be provided to the BOs only if they remain within the range of the service provider's service area or within the range forming part of the roaming network of the service provider.
4. In case of joint accounts and non-individual accounts the service will be available, only to one mobile number i.e. to the mobile number as submitted at the time of registration / modification.
5. The BO is responsible for promptly intimating to the depository in the prescribed manner any change in mobile number, or loss of handset, on which the BO wants to receive the alerts from the depository. In case of change in mobile number not intimated to the depository, the SMS alerts will continue to be sent to the last registered mobile phone number. The BO

agrees to indemnify the depository for any loss or damage suffered by it on account of SMS alerts sent on such mobile number.

## RECEIVING ALERTS:

1. The depository shall send the alerts to the mobile phone number provided by the BO while registering for the service or to any such number replaced and informed by the BO from time to time. Upon such registration / change, the depository shall make every effort to update the change in mobile number within a reasonable period of time. The depository shall not be responsible for any event of delay or loss of message in this regard.
2. The BO acknowledges that the alerts will be received only if the mobile phone is in 'ON' and in a mode to receive the SMS. If the mobile phone is in 'Off' mode i.e. unable to receive the alerts then the BO may not get / get after delay any alerts sent during such period.
3. The BO also acknowledges that the readability, accuracy and timeliness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. The depository shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
4. The BO further acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and/ or inaccuracy. In case the BO observes any error in the information provided in the alert, the BO shall inform the depository and/ or the DP immediately in writing and the depository will make best possible efforts to rectify the error as early as possible. The BO shall not hold the depository liable for any loss, damages, etc. that may be incurred/ suffered by the BO on account of opting to avail SMS alerts facility.
5. The BO authorizes the depository to send any message such as promotional, greeting or any other message that the depository may consider appropriate, to the BO. The BO agrees to an ongoing confirmation for use of name, email address and mobile number for marketing offers between CDSL and any other entity.
6. The BO agrees to inform the depository and DP in writing of any unauthorized debit to his BO account/ unauthorized transfer of securities from his BO account, immediately, which may come to his knowledge on receiving SMS alerts. The BO may send an email to CDSL at [complaints@cdslindia.com](mailto:complaints@cdslindia.com). The BO is advised not to inform the service provider about any such unauthorized debit to/ transfer of securities from his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.

7. The information sent as an alert on the mobile phone number shall be deemed to have been received by the BO and the depository shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert.
8. The depository will make best efforts to provide the service. The BO cannot hold the depository liable for non-availability of the service in any manner whatsoever.
9. If the BO finds that the information such as mobile number etc., has been changed with out proper authorization, the BO should immediately inform the DP in writing.

**FEES:**

Depository reserves the right to charge such fees from time to time as it deems fit for providing this service to the BO.

**DISCLAIMER:**

The depository shall make reasonable efforts to ensure that the BO's personal information is kept confidential. The depository does not warranty the confidentiality or security of the SMS alerts transmitted through a service provider. Further, the depository makes no warranty or representation of any kind in relation to the system and the network or their function or their performance or for any loss or damage whenever and howsoever suffered or incurred by the BO or by any person resulting from or in connection with availing of SMS alerts facility. The Depository gives no warranty with respect to the quality of the service provided by the service provider. The Depository will not be liable for any unauthorized use or access to the information and/ or SMS alert sent on the mobile phone number of the BO or for fraudulent, duplicate or erroneous use/ misuse of such information by any third person.

**LIABILITY AND INDEMNITY:**

The Depository shall not be liable for any breach of confidentiality by the service provider or by any third person due to unauthorized access to the information meant for the BO. In consideration of the depository providing the service, the BO agrees to indemnify and keep safe, harmless and indemnified the depository and its officials from any damages, claims, demands, proceedings, loss, cost,

charges and expenses whatsoever which a depository may at any time incur, sustain, suffer or be put to as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service by the BO.

**AMENDMENTS:**

The depository may amend the terms and conditions at any time with or without giving any prior notice to the BOs. Any such amendments shall be binding on the BOs who are already registered as user of this service.

**GOVERNING LAW AND JURISDICTION:**

Providing the Service as outlined above shall be governed by the laws of India and will be subject to the exclusive jurisdiction of the courts in Mumbai.

I/We wish to avail the SMS Alerts facility provided by the depository on my/our mobile number provided in the registration form subject to the terms and conditions mentioned below. **I/ We consent to CDSL providing to the service provider such information pertaining to account/transactions in my/our account as is necessary for the purposes of generating SMS Alerts by service provider, to be sent to the said mobile number.**

I/We have read and understood the terms and conditions mentioned above and agree to abide by them and any amendments thereto made by the depository from time to time. I/ we further undertake to pay fee/ charges as may be levied by the depository from time to time.

I / We further understand that the SMS alerts would be sent for a maximum four ISINs at a time. If more than four debits take place, the BOs would be required to take up the matter with their DP.

I/We am/ are aware that mere acceptance of the registration form does not imply in any way that the request has been accepted by the depository for providing the service.

I/We provide the following information for the purpose of **REGISTRATION / MODIFICATION** (Please cancel out what is not applicable).

BOID :

1	2	0	7	0	9	0	0	0	0	0	0	2	9	9	1		
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	--	--

(Please write your 10 digit Client ID)

Mobile Number on which messages are to be sent :

+91	8	0	0	0	9	0	5	6	1	9
-----	---	---	---	---	---	---	---	---	---	---

(Please write only the mobile number without prefixing country code or zero)

The mobile number is registered in the name of : SUSHIL KUMAR D. PATEL

E-mail ID : Sushil1101@gmail.com

(Please write only ONE valid email ID on which communication; if any, is to be sent)

**B. O. SIGNATURE**

	(19) <u>Sushil</u>
First / Sole Holder	

	(10)
Second Joint Holder	

	(10)
Third Joint Holder	

Name : SUSHIL PATEL

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

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

Place : AHMEDABAD

Date : 25/01/2013

# DECLARATION

Date : 25-01-2013

To,

**AFFLUENCE SHARES AND STOCKS PVT. LTD.**

Registered Office: 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden,  
Praladnagar, Satellite, Ahmedabad - 380 051.

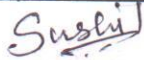
Dear Sir/Madam,

- (1) "The Borrower agrees that the Lender may in its turn place any of the securities placed by him / her / it as Margin by way of pledge or hypothecation or margin on his behalf with exchanges, banks or other lending institutions to meet its own obligations, as the Lender may deem fit. The Borrower authorizes the Lender to do all such acts, deeds and things as may be necessary and expedient for the above purpose."
- (2) The Borrower shall not have any right to proceed in any manner against the exchanges, banks or other lending institutions in respect of the securities pledged by the Lender in the matter of any dispute between the Borrower and the Lender, which may or may not concern securities provided by the Borrower.
- (3) The Borrower and the Lender hereby agree and confirm that all rights, liabilities and obligations pertaining to the pledged securities shall be subject to the rights of the exchanges, banks or other lending institutions, in whose favour pledge has been created by the Lender. The Borrower hereby further agrees and confirms that the pledge created in favour of exchanges, banks or other lending institutions by the Lender shall not be released or discharged until repayment of the loan availed by the Lender from exchanges, banks or other lending institutions. The Borrower shall raise no objection to any action taken by changes, banks or other lending institutions against the Lender pursuant to the aforesaid pledge.

Client Code : 50011

Client Name : SUSHILKUMAR D PATEL

Signed and delivered by

(20)  Client Signature

For, Affluence Shares and Stocks Pvt. Ltd.

Authorised Signatory :

Signed by (Title) :

Place : AHMEDABAD

Date : 25-01-2013

# POWER OF ATTORNEY

(To be executed on the stamp paper of Rs. 100/-)

## TO ALL TO WHOM THESE PRESENT SHALL COME

I/We, SUSHIL KUMAR D. PATEL (an individual/a sole proprietor/ a partnership firm/ an HUF/ A company/ a trust/ a society/ an Association), executed through Mr./Ms. \_\_\_\_\_

\_\_\_\_\_ (proprietor/partners in case of partnership firm/karta in case of H.U.F./ Authorized person in case of Company/ Trustee(s) in the case of a trust/ members of an Association), residing/having office/registered office at C-15, NIJANAND PARK, N.S. NOBAL SCHOOL, NARODA - 382346 SENDS GREETINGS.

### WHEREAS

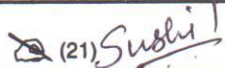
1. I/We hold Beneficiary owner account no. (s) 12070900 00002991 with Central Depository Services (India) Limited, through **AFFLUENCE SHARES AND STOCKS PVT. LTD.**, a Depository Participant bearing DP-ID 12070900.
2. I/We am/are an investor(s) engaged in buying and selling of securities vide client code /trading code no. 50011 through **AFFLUENCE SHARES AND STOCKS PVT. LTD.**, a member of National Stock Exchange of India Limited (NSE) bearing SEBI Registration No. INB 231469132 in cash segment, INF 231469132 in derivatives segment, INE 231469132 in currency derivatives segment and a member of Bombay Stock Exchange Limited (BSE) bearing SEBI Registration No. INB 011469138 in cash segment, INF 011469138 in derivatives segment,, agent/attorney to operate the aforesaid beneficiary account(s) on my / our behalf.
3. Due to exigency and paucity of time, I/We am/are desirous of appointing an limited purpose in the manner hereinafter appearing:

### NOW KNOW WE ALL AND THESE PRESENTS WITNESSTH THAT

I/We the above named in, without any restriction of my operating the above said beneficiary account, do hereby Nominate, constitute and appoint **AFFLUENCE SHARES AND STOCKS PVT. LTD.**, a member of NSE and BSE as my/our true and lawful attorneys (hereinafter referred to as the Attorneys) for me/us and on my/our behalf and in my/our name to do instruct the aforesaid Depository Participant to operate my above mentioned beneficial account, to do and/or cause to be done the following acts, deed and things:

1. Transfer of securities held in the my/our aforesaid beneficial owner account(s) towards Recognized Stock Exchanges / Clearing house of the Recognized Stock Exchanges related margin / delivery obligations arising out of trades executed by me / us on the said Recognized Stock Exchanges through **AFFLUENCE SHARES AND STOCKS PVT. LTD.**
2. Pledge the securities held in the my/our aforesaid beneficial owner account(s) in favour of Recognized Stock Exchanges / Clearing house of the Recognized Stock Exchanges for the limited purpose of meeting the margin requirements in connection with the trades executed by me / us on the said Recognized Stock Exchanges through **AFFLUENCE SHARES AND STOCKS PVT. LTD.**
3. To apply for various products like Mutual Funds, Public Issues (shares as well as debentures), rights, offer of shares, tendering shares in open offers etc. pursuant to my instructions)
4. To send consolidated summary my scrip-wise buy and sell positions taken with average rates to the client by was of SMS / email on a daily basis, notwithstanding any other document to be disseminated as specified by SEBI from time to time.

For the purpose of execution of the above, I authorize the Attorney to debit securities for transfer / pledge, as the case may be from my aforesaid beneficial account to below mentioned beneficial account owners:

 (21) Sushil

 (11)

 (11)

Sr. No.	Name of the Stock Brokers	Description of Demat Account	Demat Account No.
1	Affluence Shares and Stocks Pvt. Ltd.	CM Principal Account - CDSL	12070900 00001930
2	Affluence Shares and Stocks Pvt. Ltd.	CM Early Pay In Account - CDSL	11000011 00018879
3	Affluence Shares and Stocks Pvt. Ltd.	CM Early Pay In Account - CDSL	11000010 00020476
4	Affluence Shares and Stocks Pvt. Ltd.	CM Pool Account - CDSL	12070900 00001926
5	Affluence Shares and Stocks Pvt. Ltd.	CM Pool Account - CDSL	12070900 00002155
6	Affluence Shares and Stocks Pvt. Ltd.	CM Pool Account - NSDL	IN300126 11189257
7	Affluence Shares and Stocks Pvt. Ltd.	CM Pool Account - NSDL	IN300126 11238951
8	Affluence Shares and Stocks Pvt. Ltd.	Beneficiary Account	IN301549 18631465
9	Affluence Shares and Stocks Pvt. Ltd.	Beneficiary Account	12070900 00001871
10	Affluence Shares and Stocks Pvt. Ltd.	Margin Account	12070900 00002136

In addition to the above, the Attorney agrees to return me / us, the securities that may have been transferred / received by the Attorney erroneously or those securities that it was not entitled to receive from me / us. I/We shall ratify the instructions given by the Attorney to the Depository Participant named herein above in the manner specified therein. I/We further agree and confirm that the powers and authorities conferred by this Power of Attorney shall continue until it is revoked (without notice) in writing by me and that the said revocation shall be effective from the date on which the revocation notice is received by the Stock Broker in his office at: 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden, Prahaladnagar, Satellite, Ahmedabad - 380 051.

**Signed and delivered**

by the within named Beneficial Owner(s)

Name of First Holder : SUSHIL PATEL

1.  (22) Sushil

Name of Second Holder : \_\_\_\_\_

2.  (12) \_\_\_\_\_

Name of Third Holder : \_\_\_\_\_

3.  (12) \_\_\_\_\_

in the presence of witness.

**Witness's Signature and Name**

NARESH

Name : NARESH PATEL

Address : NARODA, AHMEDABAD

Date : 25/01/2013 Place : AHMEDABAD

**IN CASE OF HUF, CO-PARCENERS SIGNATURE IS REQUIRED.**

Sr. No.	Name of Co-Parceners	Date of Birth DD/MM/YYYY	Gender	Relationship	Signature
1.					
2.					
3.					
4.					
5.					
6.					

**AFFLUENCE SHARES AND STOCKS PVT. LTD.**

**Director/Authorised Signatory/Compliance Officer**

Sushil  
BROKING CODE  
(CLIENT CODE)

4th Floor, A-6, Safal Profitaire, Corporate Road,

Opp. AUDA Garden, Prahaladnagar, Satellite, Ahmedabad - 380 051

**Note :** POA will be acclamed after 48 hours from the receipt of the same.

## DECLARATION FOR MOBILE NUMBER

To,  
**AFFLUENCE SHARES AND STOCKS PVT. LTD.**  
**Registered Office:** 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden,  
Prahaldnagar, Satellite, Ahmedabad - 380 051.

Date : 25-01-2013

Dear Sir,  
I / We have made application with requisite documents to open trading account for execution of trades on my/our behalf as per instruction give by me / us from time to time in various segment like Cash / Capital and / or F & O and / or Currency Derivatives of various stock exchanges like Bombay Stock Exchange Ltd. (BSE) and / or National Stock Exchange of India Ltd. (NSE) etc. (hereinafter called as "the Stock Exchanges(s)") as my / our broker.

I / We, do hereby declare that my / our mobile number is 8000905619 . Further, I / We authorize that the same may be used for giving me any information / alert / sms / calls.

I / We will intimate any change in the mobile number mentioned here in above through a letter in writing to you.

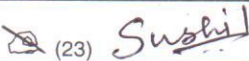
I / We, do hereby declare and agree that :

1. the mobile phone number which belongs to me / us as provided above.
2. mobile communication shall be at the sole discretion of Affluence.
3. despite the fact that I / we may have registered for DND (Do Not Disturb) with respective Mobile Service Provider, Affluence is authorized to send SMS on the above mentioned mobile number and I / we confirms that Affluence will not be held liable for sending any information on SMS and also authorizes Affluence to submit such undertaking before the TRAI or such other regulator or service providers for allowing Affluence to send SMS despite DND Status of the Client Mobile Number.
4. Affluence may charge fees from time to time for providing this services.

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

Client Code : 50011

Client Name : SUSHILKOMAR D PATEL

 (23) Sushil  
Client Signature

## CLIENT UNDERTAKING

Date : 25-01-2013

To,  
**AFFLUENCE SHARES AND STOCKS PVT. LTD.**  
**Registered Office:** 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden,  
Prahaldnagar, Satellite, Ahmedabad - 380 051.

Dear Sir,  
**Ref. : Client Undertaking for Prevention of Money Laundering**  
This is with regards to my / our Trading ID 50011 with AFFLUENCE SHARES AND STOCKS PVT. LTD.  
I/We hereby confirm that transactions related to sale, purchase and/or dealing in securities (capital markets, cash and / or derivative and/ or Currency segments) executed by me/us are for the purpose of investment of my/our own money and / or for the purpose of dealing in capital markets for my/our own interests.

I/We undertake that :-

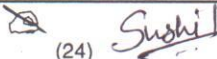
I / We am/are \_\_\_\_\_ (Resident of India / NRI / Others) and was/were never convicted for any activity subjected to Indian Penal Code and/or any other such activity which is prohibited by the laws of the Land.

I/We am/are not a party to any agreement or arrangement, directly or indirectly, to facilitate settlement of my/our transactions with AFFLUENCE SHARES AND STOCKS PVT. LTD.is a party of such agreement or arrangement.

I/We confirm that funds and/or securities used by me / us for settlement of transaction are assets earned by me/us through legal means in my/our own capacity and are not assets qualified under Prevention of Money Laundering Act, 2002 (PMLA).

Yours faithfully,

Client Name : SUSHILKOMAR PATEL

 (24) Sushil  
Client Signature

# AUTHORITY FOR ELECTRONIC STATEMENTS (VOLUNTARY)

Date : 25-01-2013

To,

**AFFLUENCE SHARES AND STOCKS PVT. LTD.**

Registered Office: 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden, Prahaladnagar, Satellite, Ahmedabad - 380 051.

**Sub.: Letter of Authority/Mandate of Issuance of Statement in electronic form (Trading and Demat Account)**

Dear Sir/Madam,

In reference to my/our dealing with you as your client, I/We confirm that I/we am/are desirous of receiving digital contract notes, bills, ledgers, transaction statements, Monthly/Quarterly demat statement of accounts/ holding statement(s)/bills or other reports, Statements), related notices, Circulars, amendments and such other correspondence, documents, records by whatever name called (hereafter referred to as "statement(s)" issued from time to time in electronic form, subject to the terms and conditions prescribed by SEBI, the respective Stock Exchanges and AFFLUENCE SHARES AND STOCKS PVT. LTD..

I / We further confirm that we wish to receive / continue to receive the electronic contract notes/statements on the following email address, which e-mail address has been generated by me/us.

Email Account 1	Sushil 1101@ gmail.com
Email Account 2	

I /We further hereby agree that Affluence shall fulfill the legal obligation, if the above statements) are sent electronically to any of the above mentioned email account(s). I / We further agree that you shall be entitled to consider non-receipt of any delivery failure notifications by you as confirmation of delivery of the contract note at my/our email address.

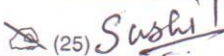
I / We understand and agree that any change in my/our e-mail address shall be communicated to Affluence by me/us through a physical letter addressed to Affluence or through secured access by way of client specific user id and password:

I have read the Terms and Condition mentioned in the Member Client Agreement and agrees to the same.

My/Our Unique Client Code is S0011

My/Our BO ID is 1207090000002991

Yours faithfully,

 (25) Sushil

**Sole/First Holder Name :**

SUSHIL PATEL

 (13)

**Second Holder Name :**

 (13)

**Third Holder Name :**

# AUTHORITY LETTER FOR MAINTAINING RUNNING ACCOUNT

Clients Name : S O S H I L K O M A R D P A T E L

Clients Code : S 0 0 1 1

Date : 2 5 - 0 1 - 2 0 1 3

To,

**AFFLUENCE SHARES AND STOCKS PVT. LTD.**

Registered Office: 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden,  
Prahaldnagar, Satellite, Ahmedabad - 380 051.

## Sub. : AUTHORITY LETTER FOR MAINTAINING RUNNING ACCOUNT

Dear Sir/Madam,

Please refer to the trading account opened with you, in my / our name for the purposes of dealing in Capital Markets (CM), Futures & Options (F&O), Currency Derivatives Segments on the stock exchange(s).

With reference to the same, I / we confirm that I / we am/are desirous of regularly dealing in CM, F&O and Currency Derivatives Segments on the stock exchange(s) and request you to maintain a running account for funds and securities on my/our behalf without settling the account on settlement of each transaction on my/our behalf. I / We further request you to retain all amounts payable / receivable and securities payable/receivable by me / us until specifically requested by me / us in writing to be settled or to be dealt with in any other manner.

The securities lying in my / our holding account and credit balance lying in my / our account should be considered as margin deposit. I / We request you to keep my / our Securities, margin and funds with you to meet my / our pay in obligations in the succeeding settlements in the same segment as well as other segments of BSE / NSE.

I / We understand and agree that no interest will be payable to me / us on the amounts or securities so retained with you.

I / We understand that settlement of my / our account would be done either once in a calendar quarter or once in a calendar month as specified by me / us.

I / We request you to settle funds & securities in my / our account atleast once in a calendar QUARTER

I / We agree to check my / our Statement of Account, sent to me / us by you and also available in my / our account on the Affluence website (www.affluencetrade.com), which contains extracts from ledger for funds / securities and displays all receipts / deliveries of funds / securities. I / We agree that if I / We fail to bring any dispute arising from the statement of accounts or settlement so made to your notice within 7 working days from the date of receipt of funds / securities or statement, as the case may be in writing by delivery at your operations office then in that event the statement of accounts or settlement so made shall attain finality and I / We shall have no right to dispute any / either of these ever.

Please further note that while I / We am / are entitled to revoke this authorization at any time, however, such revocation shall be subject to notice period of fifteen days from the date of physical receipt of revocation letter at your operations office to allow you to make necessary changes to handle my / our account without running account authorization.

Thanking you,

Yours truly,

Client Code : S 0 0 1 1

Client Name : S O S H I L K O M A R D P A T E L

 (26) Sushil  
Client Signature

(Note: To be signed by the account holder himself / herself, not to be signed by his / her attorney / authorized person etc.)







problem/glitch whereby not being able to establish access to the trading system/ network, which may be beyond your control and may result in delay in processing or note processing buy or sell Orders either in part or in full. I/ We agree that

I/ We shall be fully liable and responsible for any such problems /fault.

12. I/We confirm that I/we will never sublet the trading terminal on any term of connectivity, from my/our place to any other place without your prior approval.

13. I/We am/are agreeable for inter-settlement transfer of securities towards settlements.

14. I/We am/are agreeable for & authorise you to with hold funds pay-out towards all the applicable margins and debits.

15. All fines/penalties and charges lived upon you due to my acts/deeds or transactions may be recovered by you from my account.

16. I/We have a Trading As well as depository relationship with Affluence. Please debit the charges relevant with depository services from my/our trading account on monthly basis. I/We also agree to maintain the adequate balance in my trading account / pay adequate advance fee for the said reasons.

Yours faithfully,

stnucos

Client Signature: (29) Sushil

### VERBAL ORDER ACCEPTANCE AUTHORISATION

To,

Date : 25-01-2013

**AFFLUENCE SHARES AND STOCKS PVT. LTD.**

Registered Office: 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden, Prahaladnagar, Satellite, Ahmedabad - 380 051.

I / We have been / shall be dealing through you as my / our broker on the Capital Market, Mutual Fund and/or Futures & Options Segments / Currency Derivatives Segments. As my / our broker i.e. agent I / We direct and authorize you to carry out trading / dealings on my / our behalf as per instructions given below.

I / We agree and acknowledge that it is advised by you that I / We should give instructions for order placement/ modification and cancellation in writing and to avoid disputes, I/We must give instructions in exactly the format given below in duplicate (carbon copy / photocopy only) and take signatures of atleast two authorised officers at the branch along with company stamp on the carbon / photocopy of the instructions in acknowledgement of receipt of my / our instructions.

However as I / We shall be dealing by ordering over phone and even if we visit the branch, the fluctuations in market are so rapid that it is not practical to give written instructions for order placement / modification and cancellation, I / We hereby authorize you to accept my / my authorized representative's verbal instructions for order placement / modification and cancellation in person or over phone (fixed line or mobile phone) and execute the same.

I / We understand the risk associated with verbal orders and accept the same, and agree that I / We shall not be entitled to disown orders and consequent trades (if any) by shifting the burden or proof by asking you to prove the placement of orders through telephone recording or otherwise.

I / We shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my / our directions given above.

Thank you,

Yours faithfully,

Client Signature: (30) Sushil

Name: SUSHILKOMAR D PATEL

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**DECLARATION / UNDERTAKING INCASE OF DISCREPANCY IN NAME AS APPEARING IN PAN CARD, BANK ACCOUNT, ADDRESS PROOF & FINANCIAL DOCUMENT)**

Date : 25-01-2013

To,

**AFFLUENCE SHARES AND STOCKS PVT. LTD.**

Registered Office: 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden, Prahaladnagar, Satellite, Ahmedabad - 380 051.

I, SUSHIL KUMAR PATEL S/o, W/o, D/o, DEVENDRA PATEL resident of C-15, NIJANAND PARK, NR. NOBAL SCHOOL, NARODA.

, refer to my Trading account SO011 / Demat Account 12070900 with AFFLUENCE SHARES AND STOCKS PVT. LTD. do hereby affirm, declare and undertake as under :

1. That my name as it appears on my Trading account is : SUSHIL KUMAR D. PATEL
2. That my name as it appears on my Demat account is : SUSHIL KUMAR D. PATEL
3. That my name as it appears on the Income Tax website is : SUSHIL KUMAR D. PATEL
4. That my name as it appears on the Address proof is : SUSHIL KUMAR D. PATEL
5. That my name as it appears on the PAN Card is : SUSHIL KUMAR D. PATEL
6. That my name as it appears on the Bank Account is : SUSHIL KUMAR D. PATEL
7. That my name as it appears on the Financial Document is :
8. That above mentioned name on Trading Account, Demat Account, Income Tax Website, Address proof, Financial Document, PAN Card bearing No. B0DPS0346R and Bank account bearing No. 32531950259 are mine alone.
9. That I hereby request Affluence to maintain my name as per name in Demat and Trading Account as per the name appearing on the Income Tax Website / PAN Card.
10. That I promise and undertake to get my PAN Card altered in accordance with my name as appearing on the Income Tax Website within 45 days from the date of signing this Undertaking, Affluence may, as its sole discretion, terminate my trading and demat account in the event of me not getting my name altered within 45 days of signing this Undertaking.
11. That I further undertake to open a bank account in accordance with the name as appearing on the Income Tax website within one week from the date of signing of this Undertaking.
12. That I further declare that I am responsible and I shall indemnify and keep indemnified AFFLUENCE SHARES AND STOCKS PVT. LTD., its directors, officers, employees, and agents from and against any and all losses, claims, liabilities, obligations, damages, deficiencies, judgements, actions, suits, proceedings arising out of or in relation to corporate benefits, IPO refund, Foreign Exchange Management Act (FEMA), share transfer, dematerialization of securities, rematerialization of securities, dividends, interests, etc. that may arise due to name discrepancy or due to non compliance or any liability suffered or incurred or fastened on to Affluence due to Affluence accepting this Declaration cum Undertaking and/or acting on this basis.

That the contents of this Declaration, Indemnity-cum-Undertaking have been explained to me in vernacular and I have understood the same before singing it. That this Declaration, Indemnity-cum-Undertaking given by me to Affluence is by my absolute free will and without any coercions, undue influence, pressure, etc., and at present I am having sound health and mind.

**NOTE : Please mention N.A. for whatever is inapplicable and strike-off wherever unfilled.**

 (31) Client Signature

Clients Name : SUSHILKUMAR D PATEL

DATE : 25-01-2013

PLACE: AHMEDABAD

NOTES

[Faint, illegible handwritten notes on lined paper]

# OPTION FORM FOR ISSUE OF DIS BOOKLET

Annexure 2.5

								Date			-			-	2	0	1
DP ID	1	2	0	7	0	9	0	0	Client ID								

To,

## AFFLUENCE SHARES AND STOCKS PRIVATE LIMITED

4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden,  
Pralhadnagar, Satellite, Ahmedabad - 380 051




Dear Sir /Madam,

I / We hereby state that : [Select one of the options given below]

**OPTION : 1**

I / We require you to issue Delivery Instruction Slip (DIS) booklet to me / us immediately on opening my / our CDSL account though I / we have issued a Power of Attorney (POA) / executed PMS agreement in favour of / with \_\_\_\_\_ (name of the attorney / Clearing Member / PMS manager) for executing delivery instructions for setting stock exchange trades [settlement related transactions] effected through such Clearing Member / by PMS manager.

Yours faithfully




	First/Sole Holder	Second Holder	Third Holder
Name			
Signature			

OR

**OPTION : 2**

I / We do not require the Delivery Instruction Slip (DIS) for the time being, since I / We have issued a POA / executed PMS agreement in favour of / with \_\_\_\_\_ (name of the attorney / Clearing Member / PMS manager) for executing delivery instructions for setting stock exchange trades [settlement related transactions] effected through such Clearing Member / by PMS manager. However, the Delivery Instruction Slip (DIS) booklet should be issued to me / us immediately on my / our request at any later date.

Yours faithfully

	First/Sole Holder	Second Holder	Third Holder
Name			
Signature			

## ACKNOWLEDGEMENT RECEIPT

Received OPTION FORM FOR ISSUE / NON ISSUE OF DIS BOOKLET from :

DP ID	1	2	0	7	0	9	0	0	Client ID							
-------	---	---	---	---	---	---	---	---	-----------	--	--	--	--	--	--	--

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

For, Affluence Shares and Stocks Pvt. Ltd.

Seal and Signature

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LEFT BLANK**

# AFFLUENCE

## **AFFLUENCE SHARES AND STOCKS PRIVATE LIMITED**

Registered Office : 4th Floor, A-6, Safal Profitaire, Corporate Road, Opp. AUDA Garden,  
Praladnagar, Satellite, Ahmedabad - 380 051.

Phone : +91 79 6777 6555 Fax : +91 79 6777 6556 E-mail: [info@affluencetrade.com](mailto:info@affluencetrade.com)

Website: [www.affluencetrade.com](http://www.affluencetrade.com)