



**VACHANA**  
INVESTMENTS  
TRUSTED GROWTH IN WEALTH

# ACCOUNTOPENING FORM

CKYC & KRA KYC Form

## Vachana Investments Private Limited

Central KYC Registry | Know Your Customer (KYC) Application | Individual

Branch Code: VIPLML

Form No:

INDEX - Equity		
SL No	Name Of the Documents	Brief Significance of the Document
<b>Mandatory Form as Prescribed by SEBI &amp; Exchanges</b>		
1.	Account Opening Form	A. KYC form - Document captures basic information about the constituents and an instruction/checklist. (To be Filled by customer) B. Document captures the additional information for Trading & Demat Account
2.	Tariff sheet	Document detailing the demat fee schedule & rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s).
<b>Voluntary Form as Provided by the Stock Broker</b>		
3.	Voluntary Undertaking/Authorization	Voluntary Undertaking/Authorization
4.	Rights and Obligations	Rights and Obligations of Stock Brokers, Sub-brokers/authorized Persons and Clients
5.	Internet Based Trading Facility	Internet and Wireless Technology Based Trading Facility Provided by Stock Brokers to Client
6.	Risk Disclosure Document for Capital Market and Derivatives Segments	Risk Disclosure Document for Capital Market and Derivatives Segments
7.	Do's and Don'ts	Guidance Note - Do's and Don'ts for Trading on the Exchange(s) for Investors
8.	Rights and Obligations of Beneficial Owner	Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories
9.	Policies and Procedures	Policies and Procedures
10.	Terms and Conditions-cum-Registration / Modification Form for receiving SMS Alerts from CDSL	Terms and Conditions-cum-Registration / Modification Form for receiving SMS Alerts from CDSL
11.	Terms and Conditions for availing Transaction Using Secured Texting (TRUST) Service offered by CDSL	Terms and Conditions for availing Transaction Using Secured Texting (TRUST) Service offered by CDSL
12.	Running Account Authorization	Running Account Authorization
13.	Request for updation of same mobile number / email id	Request for updation of same mobile number / email id
14.	Acknowledgement	Acknowledgement
15.	Requesting for bill/transaction/holding statement through email.	Requesting for bill/transaction/holding statement through email.
16.	Option form for issue of DIS booklet	Option form for issue of DIS booklet

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## Vachana Investments Private Limited

**Corporate Office:** No. 32, 2nd Main Road, 1st Floor, Vyalikaval Extension, Bhashyam Circle, Sadashiv Nagar, Bangalore – 560003 |

**SEBI Reg No:** BSE, NSE : INZ000248337 | **CIN:** U67190KA2013PTC070165 | **CDSL** (DP ID - 12079100)

**Website:** www.Vachanainvestments.com | **Phone number:** 080 - 49674967

**Email:** compliance@vachanainvestments.in | Investor grievances email: complaints@vachanainvestments.com



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## CKYC & KRA KYC Form

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17.	Authorization for Electronic Contract Note	Authorization for Electronic Contract Note
18.	Declaration for Confirmation of Signature	Declaration for Confirmation of Signature
19.	Client Declaration	Client Declaration

### TRADING MEMBER CONTACT DETAILS

Name of the Trading Member	VACHANA INVESTMENTS PRIVATE LIMITED
Member of SEBI, NSE and BSE	INZ000248337, 90005 and 6742
Depository (CDSL)	IN-DP-CDSL-716-2014 (DP ID – 79100)
Registered / Corporate and Correspondence Office Address	No. 32, 2nd Main Road, 1st Floor, Vyalikaval Extension, Bhashyam Circle, Sadashiv Nagar, Opp. Bharat Petrol Pump, Bangalore – 560003.
Phone No / Website / Email	080 – 49674967 / www.vachanainvestments.com / info@vachanainvestments.com

### NAME & DETAILS OF THE CLEARING MEMBER

NSE and BSE Cash	Vachana Investments Pvt Ltd.
NSE Futures & Options	Globe Capital Market Limited.   Clearing Code: M50302
NSE Currency Derivatives	Globe Capital Market Limited.   Clearing Code: M50302

**Registered and Correspondence Office Address:** No. 32, 2nd Main Road, 1st Floor, Vyalikaval Extension, Bhashyam Circle, Sadashiv Nagar, Opp. Bharat Petrol Pump, Bangalore – 560003.  
 Phone No: 080 – 49674967, Email: info@vachanainvestments.com  
 Website: [www.vachanainvestments.com](http://www.vachanainvestments.com)

### Compliance Officer Details

<b>Name: Bhagya R Jagalur</b> Tel No: 080-49674955 / E-mail Id: compliance@vachanainvestments.in
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For any grievance / dispute please contact Vachana Investments Pvt Ltd at the above address or Email ID: complaints@vachanainvestments.com and Phone no. 91-80-49674967. In case not satisfied with the response, please contact NSE by mail ignse@nse.co.in and Phone No. 91-22-26598190.

Exchange Name	E-mail ID	Phone No
National Stock Exchange of India Ltd	ignse@nse.co.in	1800-266-0058
Bombay Stock Exchange Ltd	is@bseindia.com	022-22728517
Central Depository Services (India) Ltd	complaints@cdslindia.com	1800-200-5533
National Securities Depository Limited	relations@nsdl.co.in	1800 222 990

You can also lodge your grievances with SEBI at <https://scores.sebi.gov.in> contact SEBI office or toll-free Helpline at 1800-22-7575 / 1800-266-7575 Filing of complaints on SCORES – Easy & quick

1. Register on SCORES portal	2. Mandatory details for filing complaints on SCORES a. Name, PAN, Address, Mobile Number, Email ID
<b>Benefits</b> 1. Effective communication	SCORES website - <a href="https://scores.sebi.gov.in">https://scores.sebi.gov.in</a>

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2.Speedy redressed of the grievances	
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1. Personal Details			
Name*		<b>Photo</b>	
Maiden Name (If any*)			
Father/Spouse Name*			
Mother Name*			
Date of Birth*			
Gender*			
Marital Status*			
Citizenship*	Indian		
Residential Status*	Resident individual		
Occupation Type*			
2. Proof of Identity			
PAN*			
3. Proof of Address			
Address Type*	Aadhaar		
Proof of Address*			
Correspondence Address			
Address Line 1*			
Address Line 2			
Address Line 3			
City/Town/Village*		District	
State*		Country	
PIN Code*			
Permanent Address			
Address Line 1*			
Address Line 2			
Address Line 3			
City/Town/Village*		District*	
State*		Country*	
PIN Code*			
4. Contact Details			
Tel. (Off.)		Tel. (Res.)	
Mobile No.*		Fax	
Email ID*			

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### 5. Details of Related Person

Name	NA
Related Person Type	NA
PAN	NA
Name of Client	
Signature of Client	

### 6. Applicant Declaration:

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

2. I/We confirm having read/been explained and understood the contents of the document on policy and procedures of the stock broker and the tariff sheet.

3. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s) and 'Risk Disclosure Document'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on stock broker's designated website, if any.

### 7. Attestation/For Office use only

Intermediary/Institution Details		In-person verification (IPV), Documents verified with original & Client interviewed by			
Name	Vachana Investments Private Limited	Employee/SB/AP name		Deepak R Jagalur	
		SEBI Number of AP (If Applicable)			
		Employee ID	VIPL0007	Designation	Manager
CKYC Institution Code	IN0501	Signature			
		Date			

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) of Trading and Demat Account, 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 our website, if any, for the information of the clients.

### 8. Bank Account Details

#### Primary Bank Details (For DP and Trading)

Bank Name			
Account No.	Branch		
IFSC	MICR Code		
Address			
Account Type	Pay-Out Option		

### 9. Depository Account Details

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Depository Name	CDSL
Name of Depository Participant	VACHANA INVESTMENTS PRIVATE LIMITED
Beneficiary Name	
BOID	

### 10. Trading Preference (Segment)

Please sign in the relevant boxes where you wish to trade.

Exchange	Segment		
	Cash	F & O*	Currency*
NSE			
BSE			

\*If you wish to trade in derivatives (F&O/Currency) segments, submit proof of financial details(Mandatory)

### 11. FACILITIES

SMS and E-mail alerts from stock exchanges/depository	Yes
Whether you wish to receive Contract Note & Standard documents in physical or electronic mode	Electronic mode
*Standard Documents Rights & Obligations, Risk Disclosure Document, Guidance Note and Policies & Procedures, other terms and conditions	
I/We wish to avail facility of internet trading / wireless technology	Yes

### 12. Trading History

Trading Experience / Number of Years of Investment	
Stock Profile	
If you are dealing with any other stock broker, please provide following detail	
Name of the stock broker	
Name of Sub-Broker (If any)	
Details of disputes / dues pending from / to such stock broker / sub-broker In case dealing with multiple stock brokers, please provide details of all.	
Client Code(UCC)	Exchange
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 / authorised persons in charge of dealing in securities during last 3 years.	

### 13. Income, Education & Others Details

## Vachana Investments Private Limited

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<b>Gross Annual Income Detail</b>			
<b>Net-worth in</b>		<b>As on(date)</b>	
<b>Occupation</b>			
<b>Educational Details</b>			
<b>Politically Exposed Person/Related to a Politically Exposed Person</b>			
<b>PMLA Risk category</b>			
<b>PMLA Risk category reason</b>			
<b>Is the entity involved providing any of the following services</b>			
- For Foreign Exchange / Money Changer Services			
- Gaming / Gambling / Lottery Services (e.g. casinos, betting syndicates)			
- Money Lending / Pawning			
<b>FATCA &amp; CRS Declaration – Individuals</b>			
<b>Are you the TAX Resident of any country other than India</b>			
<b>If yes please fill the following:</b>			
<b>#Country</b>	<b>%Tax Identification Number</b>	<b>Identification Type</b>	
<b>Foreign Address 1</b>			
<b>Foreign Address 2</b>			
<b>Foreign Address 3</b>			
<b>Foreign City</b>		<b>Foreign State</b>	
<b>Foreign Country</b>		<b>Foreign Pin</b>	
<b>Client Name</b>			
<b>Signature of Client</b>			
<b>14. DETAIL OF INTRODUCER</b>			
<b>Name</b>			
<b>Registration No. or Code</b>			
<b>PAN</b>		<b>Phone</b>	
<b>Address</b>			
<b>15. Demat Account Opening - CDSL Data</b>			

I/ We request to open a Depository Account in my / our name as per the

## Vachana Investments Private Limited

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## 15a. Type of Account

Status	Individual	Sub-status	BO regular
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## 15b. Account Holder Details

Name of sole/1st Holder			
UID		PAN	
Name of sole/2nd Holder			
UID		PAN	
Name of sole/3rd Holder			
UID		PAN	
Nationality			
Name of Guardian (Mr./Mrs./Ms.)			
Relationship		PAN	

## 15c. CDSL - Details of Guardian (In case the account holder is minor)

Name of Guardian (Mr./Mrs./Ms.)	
Relationship	PAN

## 15d. CDSL - Additional Details

I/We instruct the DP to receive each and every credit in my/our account (If not marked, the default option would be 'Yes')	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I/We would like to instruct the DP to accept all the pledge instructions in my/our account without any further instruction from my/our end (If not marked, the default option would be 'No')	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Account statement requirement	<input checked="" type="checkbox"/> As per SEBI Regulation <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Fortnightly
I/We request you to send Electronic Transaction - cum - Holding Statement at the E- Mail ID : client email	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I/We would like to share the E-mail ID with the RTA.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I/We would like to receive the annual report (If not marked, default option will be 'Physical')	<input type="checkbox"/> Physical <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Both Physical and Electronic
I/We wish to receive dividend/interest directly into my/our Bank A/c through ECS (If not marked, the default option would be 'Yes'. ECS is mandatory for locations notified by SEBI from time to time.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SMS alert Facility MOBILE NO [Mandatory, If you are giving Power of Attorney (POA)] (If POA is not granted & you do not wish to avail of this facility, cancel this option)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Transaction Using Secured Texting Facility (TRUST)	I wish to avail the TRUST facility using the Mobile number registered for SMS Alert Facility, I have read and understood the Terms and Conditions prescribed by CDSL
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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I wish to avail the TRUST facility using the Mobile number registered for SMS Alert Facility. I have read and understood the Terms and Conditions prescribed by CDSL for the same. registered for TRUST

I/We wish to register the following clearing member IDs under my/our below mentioned BO ID  Yes  No

Stock Exchange Name/ID	Clearing Member Name	Clearing Member ID (Optional)
90005/6742	VACHANA INVESTMENTS PVT LTD	M51927

<b>BSDA</b>	I/We wish to avail the BSDA facility, if selected 'No' the demat account will be treated as normal demat account until and unless the BO requests for conversion to BSDA	<input checked="" type="checkbox"/> Yes
<b>Easi</b>	To register for easi, please visit CDSL website: www.cdslindia.com. Easi allows you to view your ISIN balances, transactions and value of the portfolio online.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### 15e. Declaration:

I/We have received and read the Rights & Obligations document and Terms & Conditions 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.

<b>Signature of Client</b>	
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### 16. Nominee Form for Trading Account:

Annexure A to SEBI circular No. SEBI/HO/MIRSD/RTAMB/CIR/P/2021/601 dated July 23, 2021 on Mandatory Nomination for Eligible Trading and Demat Accounts.

#### Vachana Investments Private Limited

No. 32, 2nd Main Road, 1st Floor, Vyalikaval Extension, Bhashyam Circle, Sadashiv Nagar, Opp. Bharat Petrol Pump, Bangalore – 560003.

Date	UCC	BOID

I/We the sole holder /joint holder/Guardian (in case of minor) hereby declare that: I/We do not wish to nominate any one for this Trading & Demat account.

I/We wish to 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).

Nominee Details	Nominee 1	Nominee 2	Nominee 3
First Name			
Middle Name			
Last Name			
Relationship with BO			
Address			
City			
State			
Country			
Phone			
Email ID			
Pan			
Aadhaar card No			

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Date of Birth			
Percentage of allocation of Nominee			
Residual Securities (please tick any one nominee if not selected. Default will be 1 <sup>st</sup> nominee)			
<b>Guardian Details (if minor Nominee)</b>	<b>Guardian 1</b>	<b>Guardian 2</b>	<b>Guardian 3</b>
First Name			
Middle Name			
Last Name			
Relationship with BO			
Address			
City			
State			
Country			
Phone			
Email ID			
Pan			
Aadhaar card No			
Date of Birth			

**Note :** Residual Securities in case of multiple nominees, Please choose any one who will be credited with Residual Securities remaining after distribution of securities as per percentage of allocation. If you fail to choose one such nominee will be marked as nominee entitled for residual shares if any.

**Marked is Mandatory Field.** This nomination shall supersede any prior nomination made by me/us and also any testamentary document executed by me/us. I/We have received and read the Rights & Obligations document and terms & conditions 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.

<b>Signature of Client</b>	
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### Declaration Form for opting out of nomination

[Annexure B to SEBI circular No. SEBI/HO/MIRSD/RTAMB/CIR/P/2021/601 dated July 23, 2021 on Mandatory Nomination for Eligible Trading and Demat Accounts]

To	Date :
<b>Vachana Investments Private Limited</b> No. 32, 2nd Main Road, 1st Floor, Vyalikaval Extension, Bhashyam Circle, Sadashiv Nagar, Opp. Bharat Petrol Pump Bangalore – 560003.	
UCC	
BUID	
Client ID (only for Demat account)	
Sole/First Holder Name	
Second Holder Name	
Third Holder Name	

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

Name and Signature of Holder(s)\*

Client Name

Signature of Client

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

### Demat Debit Pledge Instruction (DDPI)

This Demat Debit Pledge Instruction (DDPI) is made at \_\_\_\_\_

To all to whom these presents shall come, I/We \_\_\_\_\_ hold a beneficiary account no \_\_\_\_\_ (Client Code) - \_\_\_\_\_ (BO-ID) with Central Depository Participant Limited (CDSL) through Depository Participant Vachana Investments Private Limited. bearing DP-ID 12079100 having its registered office at No.32, 2nd Main Road, 1st Floor, Vyalikaval Extension, Bhashyam Circle, Sadashiv Nagar, Opp. Bharat Petrol Pump, Bangalore – 560003 and I/We am/are investor(s) engaged in subscribing to and buying/selling of shares, securities and other financial products and services through (Vachana Investments Private Limited) who are stock brokers/ trading members of Stock Exchanges and are registered with SEBI Reg. No. INZ000248337. And whereas I/We am/are desirous of executing Demat Debit Pledge Instruction (DDPI) in favour of (Vachana Investments Private Limited) to access our Beneficial Owner Account \_\_\_\_\_ for the following:

S.No.	Purpose	Signature of Client
1	Transfer of securities held in the beneficial owner accounts of the client towards Stock Exchange related deliveries / settlement obligations arising out of trades executed by clients on the Stock Exchange through the same stock broker.	
2	Pledging / re-pledging of securities in favour of trading member (TM) / clearing member (CM) for the purpose of meeting margin requirements of the clients in connection with the trades executed by the clients on the Stock Exchange.	
3	Mutual Fund transactions being executed on Stock Exchange order entry platforms	
4	Tendering shares in open offers through Stock Exchange platforms	

The above authority to transfer/pledge is restricted to the following accounts as listed in the Schedule. The list of accounts may be updated/ amended by proper communication. SCHEDULE: Extract of the list of accounts:

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PARTICULARS	DP ID	CLIENT ID	PARTICULARS	DP ID	CLIENT ID
CDSL NSE AND BSE POOL A/C	12079100	00000312	NSDL NSE POOL A/C	IN300966	11370248
CDSL PLEDGE A/C	12079100	00021134	CDSL CUSPA A/C	12079100	00029891
CDSL EARLY PAY-IN A/C	11000011	00019775			

And whereas I/ We further agree that I/We have been informed that DDPI is a voluntary document and I/We can revoke/cancel the DDPI facility anytime in future. However, such revocation shall not be applicable for any outstanding settlement obligation arising out of trades carried out prior to receiving request for revocation. The request of revocation is to be sent in a manner as prescribed by Exchanges/SEBI from time to time.

For Vachana Investments Pvt Ltd

Authorised Signatory

Client Name	
Signature of Client	

## 17. Brokerage Structure

Brokerage Scheme Code				
Segment Type	EQUITY CASH, EQUITY DERIVATIVE, CURRENCY, MUTUAL FUND			
Margin Amount				
Advance Brokerage				
Segment	Brokerage Type	Value	Min	Max
Equity Cash-Intraday	% (Percentage)	0.03	0.03000	0.03000
Equity Cash-Delivery	% (Percentage)	0.3	0.30000	0.30000
F & O -Future	% (Percentage)	0.03	0.03000	0.03000
F & O -Option	Per Lot	50	50.00000	50.00000
Currency - Future	Fixed	0.03	0.03000	0.03000
Currency - Option	% (Percentage)	0.3	0.30000	0.30000

### Terms & Conditions:

1. Brokerage rates indicated above are exclusive of all statutory and exchange related charges. In addition to brokerage turnover charges, STT, GST, Stamp Duty as applicable to relevant state, Clearing member charges, Research services charges and charges for any other specific services available will be levied separately.
2. Charges / Service standards are subject to change. Stock Broker shall have the sole discretion in change of applicable charges and the same would be communicated to clients through e-mail / ordinary post / website upload / SMS and such communication shall suffice as notice of change in tariff structure.
3. Additional services (if any) availed by clients would be charged separately.
4. Account opening charges would not be refunded if the account is not opened due to non - submission of required details / documents by client. I / We have understood all the charges listed above including the terms and conditions.
5. The client also authorises the Stock Broker to debit late payin / delayed payment charges @ 24% + GST18% per annum on debit balances if any, in his account and not settled as per exchange requirements.

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## Vachana Investments Private Limited

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INVESTMENTS  
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6. Maximum brokerage prescribed by SEBI / Exchange would automatically be applicable in case tariff is not agreed upon for any segment / exchange.

<b>Client Name</b>	
<b>Signature of Client</b>	

### 18. SCHEDULE-A TARIFF FOR DEMAT ACCOUNT

To,

Vachana Investments Private Limited

No. 32, 2nd Main Road, 1st Floor,

Vyalikaval Extension, Bhashyam Circle,

Sadashiv Nagar, Opp. Bharat Petrol Pump, Bangalore – 560003

FOR INDIVIDUALS	
Details	POA Clients
Stamp charges payable upfront	Rs. 100/-
Custody charges	NIL
Annual Maintenance Charges : (Payable Upfront)	
Individual	Rs. 400/- + GST
Transaction Charges : (Market Trades)	
Buy(Receive)	NIL
Sell(Debit)	0.03% or Rs. 9/- whichever is higher + CDSL Charges: Rs3.50 Per Debit Transaction, For Female Demat Ac holder (1st Holder), MF Rs.3.25
Transaction Charges : (Off- Market Trades)	
Buy(Receive)	NIL
Sell(Debit)	0.03% or Rs. 25/- whichever is higher
<b>Demat (Per certificate)</b>	Rs. 7 /- + Rs. 70 as courier charges
<b>Remat (Per ISIN)</b>	Rs. 15 + Rs. 10 for every 100 shares or part there of or a flat fee of Rs. 10 per certificate whichever is higher (CDSL Charges)
Courier charges per Demat / Remat	Rs.70/-
Pledge Request	Rs. 20/- + Rs. 12/- per request (CDSL Charges)
Unpledge Request	Rs. 20/- + Rs. 12/- per request (CDSL Charges)
Pledge Invocation	Rs. 20/-
Periodic Statement	
By Email	Free
Physical	Rs. 2/- per sheet + Rs. 70/- (Courier Charges)
Adhoc / Non Periodic Statement Requests	
By Email	Rs. 50/- per request
Physical	Rs. 50/- per request upto 10 pages. Every additional page at Rs. 5/- + Rs. 70/- (Courier)

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Delivery Instruction	
First Delivery Instruction Book	Free (10 Leaves)
Every Additional Booklet (10 Leaves)	Rs. 100/- + Rs 70/- (Courier Charges)

### BSDA Demat AMC

- ❖ Up to ₹4 lakh – Free
- ❖ ₹4 lakh - ₹10 lakh - ₹ 100 per year, charged quarterly
- ❖ Above ₹10 lakh - Account may be converted to regular demat, and standard (higher) AMC applies.

### Note:

For all purposes the bill date shall be construed as the date of demand and the bills will be considered as the bill cum Notice for payment and Vachana Investments Pvt Ltd reserves the right to freeze depository account for debit transactions in case of nonpayment of charges after two days from the bill date. Interest@ 13% p.a will be charged on the outstanding bill amount if not paid within the due date. The above tariff is subject to change. Changes if any will be intimated 30days in advance. Goods and Service Tax (GST) or any other statutory levies will be applicable on all on all above charges except stamp charges.

Client Name	
Signature of Client	

### 20. Account Opening Charge

AOC Scheme Name	Regular Plan
Sign of Client	

### 21. Voluntary Undertaking/Authorization

To,  
Vachana Investments Private Limited  
No. 32 2nd Main Road 1st Floor Vyalikaval Extension Bhashyam Circle Sadashiv Nagar Bangalore – 560003.

With respect to member-constituent relationship and mandatory and voluntary (optional) documents executed between us, I/we do hereby authorize Vachana to do the following:

**1. ORDER PLACEMENT INSTRUCTIONS:** I understand that you require written instructions from me for placing/modifying/cancelling orders. However, since it is not practical for me to give written instructions for placing/modifying/cancelling order. Even If I have facility to trade online through Internet and wireless technology, I may have to place orders by physically visiting/calling/emailing the call Centre/branch specified for the said purpose by Vachana in case of breakdown of internet connectivity or other similar reasons. I hereby request you to kindly accept my verbal orders/instructions, in person or over phone and execute the same. I understand the risk associated with placement of verbal orders and accept the same. I shall not disown orders under the plea that the same were not placed by me provided I am sent ECN/Physical contract notes or trade confirmations through SMS and other approved modes. I/we also agree that non-receipt of bounced mail notification by you shall amount to delivery of contract note at my/our email ID. I indemnify

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Vachana and its employees against all trade related losses, damages, actions which you may suffer or face, as a consequence carrying out my instructions for orders placed verbally.

**2. ERRORS AND OMISSIONS:** I understand and agree that inadvertent errors may occur, while executing orders placed by me. In such circumstances Vachana shall make all reasonable efforts to rectify the same and ensure that I am not put to any monetary loss. I understand and agree that I shall not hold Vachana responsible beyond this and claim additional damages/loss. I understand and agree that my request to modify or cancel the order shall not be deemed to have been executed unless and until the same is confirmed by Vachana.

**3. NO MARKET MANIPULATION:** I undertake not to execute transactions, either singly or in concert with other clients, which may be viewed as manipulative trades viz. artificially raising, depressing or maintaining the price, creation of artificial volume, synchronized trades, cross trades, self-trades, etc. or which could be termed as manipulative or fraudulent trades by SEBI/Exchanges. In case I am found to be indulging in such activities, Vachana has every right to inform the Exchange/SEBI/other regulatory authority of the same and suspend/close my trading account.

**4. NOT TO ACT AS UNREGISTERED SUB BROKER:** I undertake not to act as unregistered Sub-broker and deal only for myself and not on behalf of other clients. In case I wish to deal for other clients also, I undertake to apply to SEBI through Vachana to obtain a sub broker registration. In case Vachana perceives that I am acting as an unregistered sub broker, Vachana has the right to immediately suspend my trading account and close all open positions and adjust the credits (across all segments) against the dues owed by me to Vachana without the requirement of any notice from Vachana. Further, Vachana has the right to inform the concerned regulatory authorities about the same. In aforesaid eventuality, I agree and undertake to indemnify Vachana from any loss/ damage/claim arising out of such activity.

**5. NOT DEBARRED BY ANY REGULATOR:** I confirm and declare that there is no bar on me imposed by any Exchange or any regulatory and/or statutory authority to deal in securities directly or indirectly. I agree to inform Vachana, in writing, of any regulatory action taken by any Exchange or regulatory/ statutory authority on me in future. In case I fail to inform the same and Vachana on its own comes to know of such action, Vachana has the right to suspend/close my trading account and refuse to deal with me. Also, Vachana can at its sole discretion, close all the open positions and liquidate collaterals to the extent of trade related debit balances, without any notice to me.

**6. PMLA DECLARATION:** I declare that I have read and understood the contents and the provisions of the PMLA Act, 2002, which were also explained to me by Vachana officials. I further declare that I shall adhere to all the provisions of PMLA Act, 2002.

I further undertake and confirm that;

a. I do not have any links with any known unlawful persons/institutions

b. I am a genuine person and not involved or indulge knowingly or assisted, directly or indirectly, in any process or activity connected with the proceeds of crime nor I am a party to it. The investment money is derived from proper means and does not involve any black or Hawala money in any manner.

**7. INDEMNIFICATION** I hereby indemnify and hold Vachana, its Directors and employees harmless from and against all trade related claims, demands, actions, proceedings, losses, damages, liabilities, charges and/or expenses that are occasioned or may be occasioned to the Vachana directly or indirectly, relating to bad delivery of shares/ securities and/ or third party delivery, whether authorized or unauthorized and fake/forged/stolen shares/ securities/transfer documents introduced or that may be introduced by or through me during the course of my dealings/ operations on the Exchange(s) and/ or proof of address, identity and other supporting/ documents provided by me at the time of registration and/ or subsequently.

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INVESTMENTS  
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**7. INDEMNIFICATION:** I hereby indemnify and hold Vachana, its Directors and employees harmless from and against all trade related claims, demands, actions, proceedings, losses, damages, liabilities, charges and/or expenses that are occasioned or may be occasioned to the Vachana directly or indirectly, relating to bad delivery of shares/ securities and/ or third party delivery, whether authorized or unauthorized and fake/forged/stolen shares/ securities/transfer documents introduced or that may be introduced by or through me during the course of my dealings/ operations on the Exchange(s) and/ or proof of address, identity and other supporting/ documents provided by me at the time of registration and/ or subsequently.

**INDEMNITY OF JOINT HOLDINGS:** I hereby agree to indemnify and hold Vachana harmless from any trade related claims, demands, actions, proceedings, losses, damages, liabilities, charges and/or expenses arising from transactions in securities held jointly by me with any other person or persons, if any.

**8. DELAYED PAYMENT CHARGES:** I understand that in case my account is in debit balance and/or if I have insufficient funds to manage my trading positions, I will be charged an interest of 0.05% per day as delayed payment charges. I confirm having read the rules & regulations pertaining to the levy of such interest under the policies & procedures page on Vachana's website.

**9. NRI DECLARATION:** I understand that if the sole/first applicant has or attains NRI Status, investments in scheme of mutual funds can be made only upon providing Foreign Inward Remittance Certificate (FIRC) to Vachana every time the investment is made.

**10. THIRD-PARTY PAYMENTS:** Vachana shall have the prerogative to refuse payments received from any bank account where the client is not the first holder or which is not mentioned in the KYC or which the client has not got updated subsequently by submitting a written request along with adequate proof thereof as per proforma prescribed by Vachana. Vachana shall not be responsible for any loss or damage arising out of such refusal of acceptance of payments in the situations mentioned above.

However, due to oversight, if any such third-party payment has been accepted by Vachana and the credit for the same has been given in the client's ledger, Vachana shall have the right to immediately reverse such credit entries on noticing or becoming aware of the same. In such a case, Vachana reserves the right to liquidate any of the open positions and/or any of the collaterals received/ held on behalf of the client. Vachana, its Directors and employees shall not be responsible for any consequential damages or losses.

**11. NO DEALINGS IN CASH:** Vachana as a policy neither accepts any funds for pay-in/margin in cash nor makes any payment or allows withdrawal of funds in cash. No claim will be entertained where the client states to have made any cash payment or deposited cash with any Branch/Sub- Broker/ Remisier/Employee/Authorized Person of Vachana.

**12. DISCLOSURE OF PROPRIETARY TRADING BY VACHANA:** Pursuant to SEBI Circular Number SEBI/MRD/SEC/Cir-42/2003 dated November 19, 2003, Vachana discloses to its clients about its policies on proprietary trades. Vachana does proprietary trades in the cash and derivatives segment at NSE.

**13. DELIVERIES:** The client shall ensure that the shares are properly transferred to the designated demat account of Vachana, for effecting delivery to the Exchange against the sale position of the client. Such transfers shall be entered by the client within the time specified by SEBI/Exchanges/ Vachana. In case the client fails to transfer the shares on time to Vachana, Vachana shall not be responsible for any loss/damages arising out of such delayed transfers.

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### **14. SQUARING OFF OF POSITIONS & SALE /LIQUIDATION OF COLLATERAL MARGINS (to the extent of Settlement Margin obligation)**

The client shall settle the transactions, within the Exchange specified settlement time, by making the requisite payment of funds and/or delivery of the shares. In case the client fails to settle the transactions within the settlement date, then Vachana has the right to square off the open and/or unpaid positions, at an appropriate time, as it deems fit, without any notice to the client. The client shall not have any right or say to decide on the timing of closure of the open positions that needs to be closed. Vachana, its Directors and Employees shall not be responsible for any trade related loss or damages arising out of such square offs. All such square off transactions shall have implied consent and authorization of the client in favor of Vachana.

After such square off of open positions by Vachana, as mentioned in above clauses, if there is a debit balance, the client shall pay the same immediately. However, if the client does not clear off the debit balance, Vachana shall have the right to liquidate the shares and other securities of the client (kept as collateral/margin) to the extent of the debit balance, without any intimation to the client. The client shall not have the right to decide on the timing of liquidation of shares and securities held in collateral/margin and the shares and securities that needs to be sold or liquidated. Vachana, its Directors and employees shall not be responsible for any trade related loss or damages arising out of such selling.

**15. RISK OF IN THE MONEY OPTION HOLDER ON FINAL EXPIRY DAY** An in the money option holder has the risk of additional STT (Securities Transaction Tax) levy at settlement price based on closing price of the underlying on the final expiry day. In this case, if the settlement price based on closing price of the underlying on the final expiry day. In this case if the settlement price is higher than the strike price in case of call option or lower than the strike price in case of put option, then the STT is payable on settlement price. It generally happens that the incidence off STT payable is much higher than the option premium received by the client.

**16. INTERNAL SHORTAGE:** The client may not receive shares on T+2 in case there is an internal shortage situation with VIPL i.e. the buyer and seller are both VIPL clients and the seller defaults in delivery due to which the buyer may not receive the shares. In such cases, on T+2 EOD, the seller would be debited at the highest price traded between trade today day to payin/payout day and the buyer would be credited the same as auction credit.

**17. AUTHORISATION FOR COMMUNICATION OF FINANCIAL PRODUCTS:** I/We have opened an account with you and am/are interested in knowing about financial products. I/We authorize you, your group companies and associates to keep me/us informed with any financial product which VIPL, its group companies and associates presently issue, deal in, or distribute or may from time-to-time launch, issue deal in or distribute through E-mail, SMS, telephone, print media or otherwise. This is without legal obligation on you, your group companies and associates to do so Inform and you or they may, in their discretion, discontinue sending such information.

I/We can revoke any or all of the above authorizations at any time in writing. Any change in any of the above voluntary/ non- mandatory clauses will have to be preceded by a notice of 15days. The member and the client understand that none of the above voluntary/ non-mandatory clause is in contravention with the Rules/Business Rules/notices/Circulars of Exchanges or SEBI. If any of the above clauses or part thereof is found to be or becomes in such contravention, it shall be of no effect to the extent of contravention.

### **Rights s Obligations of Members, Authorised Persons and Clients as prescribed by SEBI and Exchanges**

1. The client shall invest/trade in those securities/commodities/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.

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2. The Member, Authorised Person 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 them self of the capacity of the Member to deal in securities/commodities and/or deal in derivatives contracts and wishes to execute its orders through the Member and the client shall from time to time continue to satisfy itself of such capability of the Member before executing orders through the Member.
4. The Member 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 Member shall take steps to make the client aware of the precise nature of the Member's liability for business to be conducted, including any limitations, the liability and the capacity in which the Member acts.
6. The Authorised Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).
7. **Requirements of professional diligence**
  - 7.a. The Member must exercise professional diligence while entering into a financial contract or discharging any obligations under it.
  - 7.b. "professional diligence" means the standard of skill and care that a Member would be reasonably expected to exercise towards a Client, commensurate with.
    - 7.b.i. honest market practice;
    - 7.b.ii. the principle of good faith;
    - 7.b.iii. level of knowledge, experience and expertise of the
    - 7.b.iv. Client;
    - 7.b.v. the nature and degree of risk embodied in the financial product\* or financial service being availed by the Client; and
    - 7.b.vi. the extent of dependence of the Client on the Member.

### Client Information

8. The client shall furnish all such details in full as are required by the Member in "Account Opening Form" with supporting details, made mandatory by exchanges/SEBI from time to time.
9. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non-mandatory, as per terms s conditions accepted by the client.
10. The client shall immediately notify the Member 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 Member on a periodic basis.
11. **Protection from unfair terms in financial contracts\*\***
  - 11.a. An unfair term of a non-negotiated contract will be void.
  - 11.b. A term is unfair if it:

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- 11.b.i. causes a significant imbalance in the rights and obligations of the parties under the financial contract, to the detriment of the Client; and
- 11.b.ii. is not reasonably necessary to protect the legitimate interests of the Member.
- 11.c. The factors to be taken into account while determining whether a term is unfair, include:
- 11.c.i. the nature of the financial product or financial service dealt with under the financial contract;
- 11.c.ii. the extent of transparency of the term;
- 11.c.iii. the extent to which the term allows a Client to compare it with other financial contracts for similar financial products or financial services; and
- 11.c.iv. the financial contract as a whole and the terms of any other contract on which it is dependent.
- 11.d. A term is transparent if it:
- 11.d.i. is expressed in reasonably plain language that is likely to be understood by the Client;
- 11.d.ii. is legible and presented clearly; and
- 11.d.iii. is readily available to the Client affected by the term.
- 11.e. If a term of a financial contract is determined to be unfair under point 12.c, the parties will continue to be bound by the remaining terms of the financial contract to the extent that the financial contract is capable of enforcement without the unfair term.
- 11.f. A “Non-negotiated contract” means a contract whose terms, other than the terms contained in point 11.d. (given below) are not negotiated between the parties to the financial contract and includes:
- 11.f.i. a financial contract in which, relative to the Client, the Member has a substantially greater bargaining power in determining terms of the financial contract; and
- 11.f.ii. a standard form contract.
- 11.g. “Standard form contract” means a financial contract that is substantially not negotiable for the Client, except for the terms contained in point 11.C.
- 11.h. Even if some terms of a financial contract are negotiated in form, the financial contract may be regarded as a non-negotiated contract if so indicated by:
- 11.h.i. an overall and substantial assessment of the financial contract; and
- 11.h.ii. the substantial circumstances surrounding the financial contract
- 11.i. In a claim that a financial contract is a non-negotiated contract, the onus of demonstrating otherwise will be on the Member.
- 12.
- 12.a. The above does not apply to a term of a financial contract if it:
- 12.a.i. defines the subject matter of the financial contract;
- 12.a.ii. sets the price that is paid, or payable, for the provision of the financial product or financial service under the financial contract and has been clearly disclosed to the Client; or
- 12.a.iii. is required, or expressly permitted, under any law or regulations.

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- 12.b. The exemption under point 11.C does not apply to a term that deals with the payment of an amount which is contingent on the occurrence or non- occurrence of any particular event.
13. The Member and Authorized Person 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 Member may so disclose information about his client to any person or authority with the express permission of the client.
- 14.
- 14.a. Protection of personal information and confidentiality
- 14.a.i. "Personal information" means any information that relates to a Client or allows a Client's identity to be inferred, directly or indirectly, and includes:
- 14.a.i.1. name and contact information;
  - 14.a.i.2. biometric information, in case of individuals
  - 14.a.i.3. information relating to transactions in, or holdings of, financial products
  - 14.a.i.4. information relating to the use of financial services; or
  - 14.a.i.5. such other information as may be specified.
- 14.b. A Member must
- 14.b.i. not collect personal information relating to a Client in excess of what is required for the provision of a financial product or financial service;
  - 14.b.ii. maintain the confidentiality of personal information relating to Clients and not disclose it to a third party, except in a manner expressly permitted under point 13.B.b.;
  - 14.b.iii. make best efforts to ensure that any personal information relating to a Client that it holds is accurate, up to date and complete;
  - 14.b.iv. ensure that Clients can obtain reasonable access to their personal information, subject to any exceptions that the Regulator may specify; and
  - 14.b.v. allow Clients an effective opportunity to seek modifications to their personal information to ensure that the personal information held by the Member is accurate, up to date and complete.
15. **A Member may disclose personal information relating to a Client to a third party only if:**
- 15.a.i. it has obtained prior written informed consent of the Client for the disclosure, after giving the Client an effective opportunity to refuse consent;
  - 15.a.ii. the Client has directed the disclosure to be made;
  - 15.a.iii. the Regulator has approved or ordered the disclosure, and unless prohibited by the relevant law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
  - 15.a.iv. the disclosure is required under any law or regulations, and unless prohibited by such law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;



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15.a.v. the disclosure is directly related to the provision of a financial product or financial service to the Client, if the Member:

15.a.v.1. informs the Client in advance that the personal information may be shared with a third party; and

15.a.v.2. makes arrangements to ensure that the third party maintains the confidentiality of the personal information in the same manner as required under this Part; or

15.a.vi. the disclosure is made to protect against or prevent actual or potential fraud, unauthorised transactions or claims, if the Member arranges with the third party to maintain the confidentiality of the personal information in the manner required under this Part.

15.b. "Third party" means any person other than the concerned Member, including a person belonging to the same group as the Member.

### 16. Requirement of fair disclosure both initially and on continuing basis

16.a. Member must ensure fair disclosure of information that is likely to be required by a Client to make an informed transactional decision.

16.b. In order to constitute fair disclosure, the information must be provided:

16.b.i. sufficiently before the Client enters into a financial contract, so as to allow the Client reasonable time to understand the information;

16.b.ii. in writing and in a manner that is likely to be understood by a Client belonging to a particular category; and

16.b.iii. in a manner that enables the Client to make reasonable comparison of the financial product or financial service with other similar financial products or financial services.

16.c. The types of information that must be disclosed to a Client in relation to a financial product or financial service, which may include information regarding:

16.c.i. main characteristics of the financial product or financial service, including its features, benefits and risks to the Client;

16.c.ii. consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;

16.c.iii. existence, exclusion or effect of any term in the financial product or financial contract;

16.c.iv. nature, attributes and rights of the Member, including its identity, regulatory status and affiliations;

16.c.v. contact details of the Member and the methods of communication to be used between the Member and the Client;

16.c.vi. rights of the Client to rescind a financial contract within a specified period; or

16.c.vii. rights of the Client under any law or regulations.

17. Member must provide a Client that is availing a financial product or financial service provided by it, with the following continuing disclosures:

17.a. any material change to the information that was required to be disclosed under point 15 at the time when the Client initially availed the financial product or financial service;



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17.b. information relating to the status or performance of a financial product held by the Client, as may be required to assess the rights or interests in the financial product or financial service; and

17.c. any other information that may be specified.

18. A continuing disclosure must be made:

18.a. I within a reasonable time-period from the occurrence of any material change or at reasonable periodic intervals, as applicable; and

18.b. in writing and in a manner that is likely to be understood by a Client belonging to that category.

### Margins

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

20. 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

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

22. The Member 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.

23. The Member shall ensure that the money/securities/commodities 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 Member 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 no-tice of Exchange.

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

25. The 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

26. The Client shall pay to the Member brokerage and statutory levies as are prevailing from time to time and

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as they apply to the Client's account, transactions and to the services that Member renders to the Client. The Member 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 s Close Out of Position

27. Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), the client understands that the Member shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
28. 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/commodities which the client has ordered to be bought or sold, Member 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/commodities in favour of a Nominee shall be valid discharge by the Member against the legal heir.
29. The Member 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 Director(s)/Promoter(s)/Partner(s)/Proprietor as the case may be, shall also be communicated by the Member to the relevant Exchange(s).

### Dispute Resolution

30. The Member shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.
31. The Member 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.
32. The client and the Member 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.
33. The Member 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.
34. The client/Member 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/Member in accordance with the letter authorizing the said representative to deal on behalf of the said client/Member.

### Termination of Relationship

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

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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.

37. In the event of demise/insolvency of the Authorised Person 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 Member, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the Member and all clauses in the 'Rights and Obligations' document(s) governing the Member, Authorised Person and client shall continue to be in force as it is, unless the client intimates to the Member his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

### Additional Rights s Obligations

38. The Member shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
39. The Member 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.
40. The Member shall issue a contract note to his constituents for trades executed in such format as may be pre- scribed by the Exchange from time to time containing records of all transextions 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 is- sued in such manner and within such time as prescribed by the Exchange. The Member 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.
41. The Member shall make pay out of funds or delivery of securities/commodities, 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.
42. The Member shall send a complete 'Statement of Accounts' for both funds and securities/commodities 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 Member.
43. The Member 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.
44. The Client shall ensure that they/it has the required legal capacity to, and is authorized to, enter into the relationship with Member 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.
45. The member and depository participant shall not directly/indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.



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### Electronic Contract Notes

46. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the Member. The client shall communicate to the Member 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.
47. The Member 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 nontamperable.
48. The client shall note that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note at the e-mail ID of the client.
49. The Member shall retain ECN and acknowledgement of the e-mail in a soft and nontamperable 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 Member 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 Member 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.
50. 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 Member 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.
51. In addition to the e-mail communication of the ECNs to the client, the Member 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 s Jurisdiction

52. In addition to the specific rights set out in this document, the Member, Authorised Person and the client shall be entitled to exercise any other rights which the Member or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.
53. 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 ex- changes, where the trade is executed, that may be in force from time to time.
54. The Member 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.
55. 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.
56. All additional voluntary clauses/document added by the Member should not be in contravention with

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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.

57. 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.

### Most Important Terms and Conditions (MITC)

(For non-custodial settled trading accounts)

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

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You will not have any protection/recourse from SEBI/stock exchanges for participation in such schemes.

<b>Signature of Client</b>	
<b>Client Name</b>	
<b>Place</b>	

### 22. INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKER TO THE 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 website 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 is 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 a 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 Stockbroker on account of any suspension, interruption, nonavailability or malfunctioning of the Stock broker’s IBT System or Service or the Exchange’s service or systems or nonexecution of his orders due to any link / system failure at the Client/Stock brokers/Exchange end for any reason beyond the control of the stockbroker/Exchanges.

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### Declaration

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

I request you to provide me copy of the following standard documents:

Email |  Physical

1. Rights & Obligation of stock Broker – Client & DP-BO
2. Guidance Note detailing DO's & Don'ts
3. Uniform Risk Disclosure Documents
4. KYC Application Form

Signature of Client	
Place	
Date	

### Additional Rights & Obligations (Voluntary)

1. The Member may set off outstanding in any of the Client's accounts against credits available or arising in any other accounts maintained with the Member irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange and/or against the value of cash margin or collateral shares provided to the Member by the Client.
2. The Member may keep all the securities/commodities which the Client may give to the Member in margin including the payout of commodities received, to use the commodities for meeting margin/other obligation in the exchanges in whatever manner which may include pledging of shares in favour of bank and/or taking loan against the same for meeting margin/ payin obligation on Client's behalf or for giving the same as margin to the Exchange.
3. Unless otherwise instructed the Member may retain Commodities in its Demat account for Client's margin/future obligations at the Exchanges.
4. Where the Client has relationship with the Member on more than one Commodity Exchange the Member will treat the relationship in all the commodity exchanges as co-extensive and may make transfer, make adjustments and/or set off a part or whole of the securities/Commodities placed as margin and/or any surplus funds in any of the account of the Client for any of the commodities exchanges against the outstanding dues payable, if any, by the Client in any of his account/(s) maintained with Member. The Member shall have right of lien on the credit balance in any of account of the Client for dues against any other account of the Client. Any entries passed by the Member in accordance with this provision shall be binding on the Client.
5. Unless otherwise instructed in writing the Member may consider Client's telephonic instructions for order placing/order modification/order cancellation as a written instruction and give to the Client all the

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confirmation on telephone.

6. Trading of Commodities is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders. The Client understands that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, of any such other problem/glitch whereby not being able to establish access to the trading system/ network, which may be beyond your control and may result in delay in processing or note processing buy or sell Orders either in part or in full. The Client shall bear all consequences of such problems/glitch and shall not hold the Member responsible for it.
7. The Client confirms he will never sublet the trading terminal on any term of connectivity, from my place to any other place without the Member's prior written approval.
8. The Client agrees that if he fails to meet his funds pay-in obligation in respect of any one or more commodities purchased by him before the scheduled pay-in date, the Member shall be at liberty to sell the commodities received in pay-out, in proportion to the amount not received, after taking into account any amount lying to the Client's credit, by selling equivalent commodities at any time after the scheduled Pay-in time on the Exchange. If the Member does not sell the commodities within five trading days after the date of Pay-in for any reason whatsoever, such commodities shall be deemed to have been closed out at closing price declared by the exchange for the fifth trading day. The Client agrees that the loss, if any, on account of the close out shall be to his account.
9. The Client further agrees that if he fails to deliver any one or more commodities to the Member's pool account in respect of the commodities sold the Client before the pay-in date notified by the Exchange from time to time, such undischarged obligation(s) in relation to delivering any one or more commodities shall be deemed to have been closed out at the auction price or closing price, as may be debited to him in respect of the commodity for the respective settlement, to the extent traceable to him on his failure to deliver; otherwise the closing price on the date of payout in respect of the relevant commodities, declared by the Exchange. The Client acknowledges that the loss, if any, on account of the close out shall be debited to his account. The Client further agrees that if for any reason, schedule of pay-out is modified, the aforesaid shall be made applicable reckoning the actual date of pay-in and /or pay-out, as the case may be.
10. The Client agrees that if he fails to meet his funds pay-in obligation in respect of any one or more contracts purchased by him before the scheduled pay-in date, the Member shall be at liberty to square off any open position in the Client's account in proportion to the amount not received, after taking into account any amount lying to his credit, at any time after the scheduled Pay-in time on the Exchange. The Client agrees that the loss, if any, on account of the said squaring off shall be to the account of the Client. The Client acknowledges that the Member will make available the delivery against the Client's purchases only if there are no dues against the Client. Any change in any of the above voluntary/non-mandatory clauses will have to be preceded by a notice of 15 days. The Member and the Client understand that none of the above voluntary/non-mandatory clause is in contravention with the Rules/Business Rules/Notices/Circulars of Exchanges or SEBI/FMC. If any of the above clauses or part thereof is found to be or becomes in such contravention, it shall be of no effect to the extent of contravention.

### Guidance Note — Do's & 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

## Vachana Investments Private Limited

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**SEBI Reg No:** BSE, NSE : INZ000248337 | **CIN:** U67190KA2013PTC070165 | **CDSL** (DP ID - 12079100)

**Website:** www.Vachanainvestments.com | **Phone number:** 080 - 49674967

**Email:** compliance@vachanainvestments.in | Investor grievances email: complaints@vachanainvestments.com



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# ACCOUNT OPENING FORM

## CKYC & KRA KYC Form

registration certificate number from the list available on [www.nseindia.com](http://www.nseindia.com),  
<https://www.mcxindia.com/member-ship/notice-board/Member-AP-Details>. and <http://sebi.gov.in>.

2. Ensure that you fill the KYC form completely and strike off the blank fields in the KYC form.
3. Insist on getting a Unique Client Code (UCC) and ensure all your trades are done under the said UCC.
4. Ensure that you have read all the mandatory documents viz. Rights and Obligations, Risk Disclosure Document, Policy and Procedure document of the Member.
5. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
6. 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.
7. Obtain a copy of all the documents executed by you from the Member free of charge.
8. In case you wish to execute Power of Attorney (POA) in favour of the Member, authorizing it to operate your bank and demat account, please refer to the guidelines issued by SEBI/Exchanges in this regard.

### Transactions & Settlements

9. Don't share your internet trading account's password with anyone.
10. The Member may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the Member for the same. Don't opt for ECN if you are not familiar with computers.
11. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
12. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
13. Cross check the genuineness of trades carried out at the Exchange through the trade verification facility available on the Exchange website. The trades can be verified online where trade information is available up to 5 working days from the trade date. 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.
14. Obtain receipt for collaterals deposited with the Member towards margins.
15. Don't make any payment in cash to the Member.
16. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the Member.
17. Ask all relevant questions and clear your doubts with your Member before transacting.
18. Insist on receiving the bills for every settlement.
19. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
20. Scrutinize minutely both the transactions holding statements that you receive from your Depository

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21. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
22. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
23. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
24. Pay required margins in time and only by cheque or online transfer and ask for receipt thereof from the Member.
25. Deliver the security/commodity in case of sale or pay the money in case of purchase within the time pre- scribed.
26. Understand and comply with accounting standards for derivatives.
27. Make the payments by account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of security/commodity with the Member, stating date, commodity, quantity, towards which bank/demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/ demat account.
28. Make the payments by account payee cheque in favour of the Member. Don't issue cheques in the name of Authorised Person. Ensure that you have a documentary proof of your payment/deposit of securities with the Member, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/demat account.
29. 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 Member shall maintain running account for you subject to the following conditions:
  - 29.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.
  - 29.b. The actual settlement of funds and securities/commodities shall be done by the Member, at least once in a calendar quarter or month, depending on your preference. While settling the account, the Member 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/commodities. The statement shall also explain the retention of funds and securities/commodities and the de- tails of the pledged shares, if any.
  - 29.c. On the date of settlement, the Member may retain the requisite securities/commodities/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 Member may retain entire pay-in obligation of funds and securities/commodities due from clients as on date of settlement and for next day's business, he may retain funds/securities/commodities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
  - 29.d. You need to bring any dispute arising from the statement of account or settlement so made to the notice of the Member in writing preferably within 7 (seven) working days from the date of receipt of funds/securities/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant exchanges without delay.

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30. 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 Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Exchange.
31. Please register your mobile number and email id with the Member, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.
32. In case your problem/grievance/issue is not being sorted out by concerned Member/Authorised Person then you may take up the matter with the concerned Commodity Exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

### In case of Termination of Trading Membership

33. In case, a Member 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.
34. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your Member, particularly in the event of a default or the Member'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

35. Please note that the details of the arbitration proceedings, penal action against the brokers and investor complaints against the Members are displayed on the website of the relevant Stock exchange.
36. In case your issue/problem/grievance is not being sorted out by concerned Member/Authorised Person 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.
37. Note that all the Member/Authorised Persons 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.

## Don't

1. Do not deal with any unregistered intermediaries.
2. Do not undertake off-market transactions as such transactions are illegal and fall outside the jurisdiction of the Exchange.
3. Do not enter into assured returns arrangement with any Member.
4. Do not get carried away by luring advertisements, rumours, hot tips, explicit/implicit promise of returns, etc.
5. Do not make payments in cash/ take any cash towards margins and settlement to/from the Member.
6. Do not start trading before reading and understanding the Risk Disclosure Agreement.
7. Do not neglect to set out in writing, orders for higher value given over phone.
8. Do not accept unsigned/duplicate contract note/confirmation memo.

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9. Do not accept contract note/confirmation memo signed by any unauthorized person.
10. Don't share your internet trading account's password with anyone.
11. Do not delay payment/deliveries of security/commodity to Member.
12. Do not forget to take note of risks involved in the investments.
13. Do not sign blank Delivery Instruction Slips (DIS) while furnishing security/commodity, deposits and/or keep them with Depository Participants (DP) or member to save time.
14. Do not pay brokerage in excess of that rates prescribed by the Exchange.
15. Don't issue cheques in the name of Authorized Person.

### Policies & Procedures

**1. Refusal of orders for penny/illiquid stock:** The Member may from time-to-time limit (quantity/value)/refuse orders in one or more securities/commodities due to various reasons including market liquidity, value of security(ies), the order being for securities/commodities which are not in the permitted list of the Member/exchange(s)/SEBI. Provided further that Member may require compulsory settlement/advance payment of expected settlement value/delivery of securities/commodities for settlement prior to acceptance/placement of order(s) as well. The client agrees that the trade related losses, if any on account of such refusal or due to delay caused by such limits, shall be borne exclusively by the client alone. The Member may require reconfirmation of orders, which are larger than that specified by the Member's risk management and is also aware that the Member has the discretion to reject the execution of such orders based on its risk perception.

**2. Setting up client's exposure limits and conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client**

The Member may from time to time impose and vary limits on the orders that the client can place through the Member's trading system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities/commodities in respect of which orders can be placed etc.). The client is aware and agrees that the Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Member's risk perception and other factors considered relevant by the Member including but not limited to limits on account of exchange/ SEBI directions/limits ( such as broker level/ market level limits in security specific/volume specific exposures etc.) , and the Member may be unable to inform the client of such variation, reduction or imposition in advance. The client agrees that the Member shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the Member's trading system on account of any such variation, reduction or imposition of limits. The client further agrees that the Member 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/commodities through the Member, or it may subject any order placed by the client to a re- view before its entry into the trading systems and may refuse to execute/allow execution of orders due to but not limited to the reason of lack of margin/securities or the order being outside the limits set by Member/ex- change/ SEBI and any other reasons which the Member may deem appropriate in the circumstances.

The client agrees that trade related losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone. The Member is required only to communicate/advise the parameters for the calculation of the margin/security requirements as rate(s)/percentage(s) of the dealings, through anyone or more approved means or methods such as post/speed post/courier/registered



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post/registered A.D/facsimile/e- mail/voice mails/telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer; by informing the client through employees/agents of the Member; by publishing/displaying it on the website of the Member/making it available as a download from the website of the Member; by displaying it on the notice board of the branch/office through which the client trades or if the circumstances, so re- quire, by radio broadcast/television broadcast /newspapers advertisements etc; or any other suitable or applicable mode or manner.

The client agrees that the postal department/the courier company/newspaper company and the e-mail/voice mail service provider and such other service providers shall be the agent of the client. Once parameters for margin/security requirements are so communicated, the client shall monitor his/her/its position (dealings/trades and valuation of security) on his/her/its own and provide the required/deficit margin/security forth- with as required from time to time.

The client is not entitled to trade without adequate margin/security and that it shall be his/her/its responsibility to ascertain beforehand the margin/security requirements for his/her/its orders/trades/deals and to ensure that the required margin/security is made available to the Member in such form and manner as may be required by the Member. If the client's order is executed despite a shortfall in the available margin, the client shall make up the shortfall immediately. The client further agrees that he/she/it shall be responsible for all orders (including orders that may be executed without the required margin in the client's account) s/or any trade related claim/loss/damage arising out of the non availability/shortage of margin/security required by the Member s/or exchange s/or SEBI.

The Member is entitled to vary the form (i.e., the replacement of the margin/security in one form with the margin/security in any other form, say, in the form of funds instead of shares) s/or quantum s/or percentage of the margin s/or security required to be deposited/made available, from time to time.

The margin/security deposited by the client with the Member are not eligible for any interest. The Member is entitled to include/appropriate any/all payout of funds s/or securities/commodities towards margin/security without requiring specific authorizations for each payout.

The Member is entitled to transfer funds s/or securities from his account for one exchange s/or one segment of the exchange to his/her/its account for another exchange s/or another segment of the same exchange whenever applicable and found necessary by the Member.

The client also agrees and authorises the Member to treat/adjust his/ her/its margin/security lying in one exchange s/or one segment of the exchange/towards the margin/security/pay in requirements of another exchange s/or another segment of the exchange.

The Member is entitled to disable/freeze the account s/or trading facility/any other service. facility, if, in the opinion of the Member, the client has committed a crime/fraud or has acted in contradiction of the Mandatory and Voluntary Client Registration Documents or/is likely to evade/violate any laws, rules, regulations, directions of a lawful authority whether Indian or foreign or if the Member so apprehends.

### 3. Applicable brokerage rate

The Member is entitled to charge brokerage within the limits imposed by exchange which at present is as un- der:

- a. For Cash Market Segment: The maximum brokerage chargeable in relation to trades effected in the securities admitted to dealings on the Capital Market segment of the Exchange shall be 2.5

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% of the contract price exclusive of statutory levies. It is hereby further clarified that where the sale/purchase value of a share is Rs.10/- or less, a maximum brokerage of 25 paise per share may be collected.

- b. For Option contracts: Brokerage for option contracts shall be charged on the premium amount at which the option contract was bought or sold and not on the strike price of the option contract. It is hereby clarified that brokerage charged on options contracts shall not exceed 2.5% of the premium amount or Rs 100/- (per lot) whichever is higher.

#### 4. Imposition of penalty/delayed payment charges

The client agrees that any amounts which are overdue from the client towards trading or on account of any other trade related reason to the Member will be charged with delayed payment charges at 0.05% per day. The client agrees that the Member may impose fines/penalties at 0.05% per day for any orders/trades/deals/actions of the client which are contrary to the Mandatory and Voluntary Client Registration Documents/rules/regulations/bye laws of the exchange or any other law for the time being in force.

Further where the Member has to pay any fine or bear any punishment from any authority in connection with/as a consequence of/in relation to any of the orders/trades/deals/actions of the client, the same shall be borne by the client. The client agrees to pay to the Member brokerage, commission, fees, all taxes, du-ties, levies imposed by any authority including but not limited to the stock exchanges.

#### 5. The right to sell clients' securities or close clients' positions, without giving notice to the client, on account of non-payment of client's dues. (Limited to Margin/Settlement Obligations)

The Member maintains centralized banking and securities handling processes and related banking and depository accounts at designated place. The client shall ensure timely availability of funds/securities in designated form and manner at designated time and in designated bank and depository account(s) at designated place, for meeting his/her/its pay in obligation of funds and securities. The Member shall not be responsible for any claim/loss/damage arising out of non-availability/short availability of funds/securities by the client in the designated account(s) of the Member for meeting the pay in obligation of either funds or securities. If the client gives orders/trades in the anticipation of the required securities being available subsequently for pay in through anticipated payout from the exchange or through borrowings or any off market delivery(s) or market delivery(s) and if such anticipated availability does not materialize in actual availability of securities/funds for pay in for any reason whatsoever including but not limited to any delays/shortages at the exchange or Member level/non release of margin by the Member etc., the losses which may occur to the client as a consequence of such shortages in any manner such as on account of auctions/square off/closing outs etc., shall be solely to the account of the client and the client agrees not to hold the Member responsible for the same in any form or manner whatsoever. In case the payment of the margin/security is made by the client through a bank instrument, the Member shall be at liberty to give the benefit/credit for the same only on the realization of the funds from the said bank instrument etc. at the absolute discretion of the Member. Where the margin /security is made available by way of securities or any other property, the Member is empowered to decline its acceptance as margin/security s/or to accept it at such reduced value as the Member may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as the Member may deem fit in its absolute discretion.

The Member has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions/ securities/shares at the pre-defined square off time or when Mark to Market (M-T-M) percent- age reaches or crosses stipulated margin percentage mentioned on the website, whichever is earlier.

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The Member will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the trade related losses based on actual executed prices.

In case open position (Le. short/long) gets converted into delivery due to non-square off because of any reason whatsoever, the client agrees to provide securities/funds to fulfil the payin obligation failing which the client will have to face auctions or internal close outs; in addition to this the client will have to pay penalties and charges levied by exchange in actual and losses, if any. Without prejudice to the foregoing, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

The Member is entitled to prescribe the date and time by which the margin/security is to be made available and the Member may refuse to accept any payments in any form after such deadline for margin/security expires. Notwithstanding anything to the contrary in the Mandatory and Voluntary Client Registration Documents or elsewhere, if the client fails to maintain or provide the required margin/fund/security or to meet the funds/margins/ securities pay in obligations for the orders/trades/deals of the client within the prescribed time and form, the Member shall have the right without any further notice or communication to the client to take any one or more of the following steps:

- a. To withhold any payout of funds/securities.
- b. To withhold/disable the trading/dealing facility to the client.
- c. To liquidate one or more security(s) of the client by selling the same in such manner and at such rate which the Member may deem fit in its absolute discretion. It is agreed and understood by the client that securities here include securities which are pending delivery/receipt.
- d. To liquidate/square off partially or fully the position of sale s/or purchase in anyone or more securities/contracts in such manner and at such rate which the Member may decide in its absolute discretion.
- e. To take any other steps which in the given circumstances, the Member may deem fit. The client agrees that the trade related loss(s) if any, on account of anyone or more steps as enumerated herein above being taken by the Member, shall be borne exclusively by the client alone and agrees not to question the reasonableness, requirements, timing, manner, form, pricing etc., which are chosen by the Member.

### 6. Auction for Internal Shortages at Vachana

The settlement of trades on the Stock Exchange/Clearing Corporation is processed on a net basis, aligned to a settlement number. When clients who have conducted delivery sale transactions fail to deliver stocks toward their obligations, and other clients have made corresponding (counter) purchases during the same settlement, the failure to deliver the shares results in the purchasing clients not receiving them. This situation is referred to as an Internal Shortage.

Vachana has appointed NSE Clearing Limited (NCL) as its designated Clearing Corporation, responsible for clearing all trades carried out by Vachana's clients.

To facilitate the resolution of internal shortages, TM/CM shall manage such shortages through the voluntary auction process. The National Clearing Limited (NCL) will identify pay-in shortages, including internal shortages, and conduct auctions for internal shortages of its members.

In the event of a short delivery by a client, they will be debited an amount equivalent to 20% above the closing rate on the day of sale. The securities that were short-delivered will be purchased from NSE Clearing Ltd under the Voluntary Auction Facility on the auction day. The purchase consideration,

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inclusive of all statutory taxes, levies, and fees, will then be transferred to the account of the client who sold and short- delivered the securities. Furthermore, the provisional margin entry posted on the client's account will subsequently be reversed.

- a. If an auction is not conducted due to reasons such as valuation debit not paid by the member, excess pay-in by any member/client, corporate actions in the security, an unsuccessful auction by the Clearing Corporation (CC), file not uploaded by the custodian member or any other reason specified from time to time, a closeout entry shall be passed.

The closeout amount will be the higher of the highest price prevailing on NSE from the trading day until the auction day or 20% above the official settlement price on the auction day. This amount will be debited from the seller's account (who failed to deliver the securities) and credited to the buyer (who did not receive delivery).

- b. Additionally, after the netting off of securities between equity market and derivative trades, all internal shortages arising out of non-delivery of securities will also be handled via the Voluntary Auction mode. If National Clearing Limited (NCL) is unable to take part in the voluntary auction due to any of the reasons mentioned above, then the transaction will be settled through a closeout.

The closeout amount will be equivalent to the highest price prevailing in the NSE from the day of trading until the auction day, or 20% above the official settlement price on the auction day, whichever is higher. This amount will be debited from the client's account who sold and did not deliver the securities, and a subsequent credit will be given to the buyer of the securities who did not receive delivery.

### 7. Shortages in obligations arising out of internal netting of trades.

BSE has a window wherein the internal short deliveries can get auctioned as per the normal auction process. Internal short deliveries are not covered by the auction conducted on the NSE. It is due to this limitation on the NSE we follow the procedure as mentioned below:

- a. The client may not receive shares on T+2 in case there is an internal shortage situation with VACHANA i.e. the buyer and seller are both VACHANA clients and the seller defaults in delivery due to which the buyer may not receive the shares.
- b. In case of an internal shortage firstly the defaulting seller would be debited with value as on the previous day of the pay- in-day plus 30% for the default till such time the auction process is completed
- c. In case there is an internal shortage in BSE the exchange conducts an auction through which the shares would be purchased and delivered to the buyer. The seller would be debited at the rate at which the exchange would have purchased these shares. Additionally, brokerage, statutory costs and other incidental charges including penalty for non-delivery may be debited to the client. In case the exchange is unable to purchase these shares, the exchange will inform ZERODHA of a close out rate, at which the buyer would be allowed credit and the seller would be debited for the same amount.
- d. If securities cannot be purchased from market due to any reason whatsoever on T+3 day they can be covered from the market on any subsequent trading days. In case any reason whatsoever (any error or omission) any delay in covering of securities leads to higher losses, stock broker will not be liable for the same. Where the delivery is matched partially or fully at the Exchange Clearing, the delivery and debits/credits shall be as per Exchange Debits and Credits.
- e. In cases of securities having corporate actions all cases of short delivery of cum transactions which cannot be auctioned on cum basis or where the cum basis auction payout is after the book closure / record date, would be compulsory closed out at higher of 10% above the official closing price on the auction day or the highest traded price from first trading day of the settlement till the auction day.

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### **8. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client**

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

### **9. De-registering a client Not withstanding anything to the contrary stated in the Mandatory and Voluntary Client Registration Documents the Member shall be entitled to terminate the Mandatory and Voluntary Client Registration Documents with immediate effect in any of the following circumstances:**

- a. If the action of the Client are prima facie illegal/ improper or such as to manipulate the price of any securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.
- b. If there is any commencement of a legal process against the Client under any law in force.
- c. On the death/lunacy or other disability of the Client.
- d. If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client.
- e. If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking.
- f. If the Client being a partnership firm, has any steps taken by the Client and/ or its partners for dissolution of the partnership.
- g. If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution.
- h. If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security.
- i. If there is reasonable apprehension that the Client is unable to pay its debts or Client has admitted its inability to pay its debts as they become payable.
- j. If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the Member.
- k. If the Client is in breach of any term, condition or covenant of this Mandatory and Voluntary Client Registration Documents.
- l. If any covenant or warranty of the Client is incorrect or untrue in any material respect.

However notwithstanding any termination of the Mandatory and Voluntary Client Registration Documents, all transactions made under/pursuant to this Mandatory and Voluntary Client Registration Documents shall be subject to all terms and conditions of this Mandatory and Voluntary Client Registration Documents and parties to this Mandatory and Voluntary Client Registration Documents submit to exclusive jurisdiction of courts of law at the place of execution of this Mandatory and Voluntary Client Registration Documents by Member. Client Acceptance of Policies and Procedures stated here in above:

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I/We have fully understood the same and do hereby sign the same. These Policies and Procedures may be amended/changed by the broker, provided the change is informed to me/us with through anyone or more approved means or methods such as post/speed post/courier/registered post/registered AD/telegram/e-mail/voice mails/telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer; by informing the client through employees/agents of the Member; by publishing/displaying it on the web- site of the Member/making it available as a download from the website of the Member; by displaying it on the notice board of the branch/office through which the client trades or if the circumstances, so require, by radio broadcast/television broadcast/newspapers advertisements etc; or any other approved suitable or applicable mode or manner by an advance notice of 15 days.

I/we agree that the postal department/the courier company /newspaper company and the voicemail/e-mail service provider and such other service providers shall be my/our agent. These Policies and Procedures shall always be read along with the Mandatory and Voluntary Client Registration Documents and shall be compulsorily referred to while deciding any dispute/difference or claim between me/us and Member before any court of law/judicial/adjudicating authority including arbitrator/mediator etc.

### 10. Temporarily suspending or closing client's account at Client's request

On the written request of the client, the client account can be suspended temporarily and can be re-activated on the written request of the client only. During suspension period, the market transaction will be prohibited. However client's pending settlement can take place. VACHANA can withhold the payouts of client and suspend his trading account due to surveillance action or judicial or /and regulatory order/action requiring client suspension. On the written request of the client, the client account can be closed provided the client adheres to formalities for account closure including settlement of all dues in the account and closing of all open position. If the client wishes to again open a broking account then the client shall have to complete the KYC and account opening formalities once again.

### 11. Policy for Dormant Accounts

A Trading Account (irrespective whether having debit or credit balance) shall be classified as dormant account in case there are no transactions for a period in excess of 24 calendar months from the last transaction date. The Dormant Accounts shall be frozen for further transaction(s). Transactions here mean any of the following:

- a. No purchase or sale transaction in the Cash Segment of NSE s BSE.
- b. No purchase or sale transaction in the Derivative segment of NSE, BSE.
- c. No purchase or sale transaction in the Commodity Derivative segment of NSE MCX.
- d. No purchase or sale transaction in the Currency Derivative segment of NSE.
- e. No Bank Receipts or Payments (Client Funds Pay-in or Pay-out).
- f. Any other Financial or Security transaction as provided on the website or through the offline mode affecting the common ledger of the customer maintained in the back office for Vachana.
- g. Not logged in with security token.

On classification of any account as dormant account as stated above, Vachana will inform the client within seven days of such classification. A dormant account can be re-activated on receipt of a request for reactivation along with valid proof of identity. These policies and procedures can be changed by Vachana from time to time with prior notice of 15 days.

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### Risk Disclosure Document

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

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 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, commodities, derivatives contracts or other instruments traded on the 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 exchanges and suffer adverse consequences or loss, you shall be solely responsible for the same and 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 member. The constituent shall be solely responsible for the consequences and no contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a derivative contract being traded on the exchanges.

It must be clearly understood by you that your dealings on exchanges through a member shall be subject to your fulfilling certain formalities set out by the member, which may inter alia include your filling the know your client form, reading the rights and obligations, do's and don'ts, etc., and are subject to the Rules, Byelaws and Regulations of relevant exchanges, its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by exchanges or its Clearing Corporation and in force from time to time. Exchanges do not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any member of 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, you should be aware of or must get acquainted with the following:

#### 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.

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

### **1.7. System Risk**

**1.7.1.** 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.

**1.7.2.** 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.

**1.7.3.** 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

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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.

**2.1.1.** 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.

**2.1.2.** 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.

**2.1.3.** 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.

**2.1.4.** 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.

**2.1.5.** 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**

**2.2.1.** 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.

**2.2.2.** 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.

**2.2.3.** 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**

**2.3.1.** 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

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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.

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

### 2.4. Risk of Option Writers

**2.4.1.** If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.

**2.4.2.** 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.

**2.4.3.** 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 re-wards of combination transactions under various market circumstances.

### 3. Trading through wireless technology/smart order routing or any other technology:

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

### 4. General

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

**4.2.** The term 'member' shall mean and include a Trading Member or a Member/Broker, who has been admit- ted as such by the Exchange and holds a registration certificate from SEBI.

Signature of Client	
Place	
Date	

### VACHANA INVESTMENTSPVT LTD.

No. 32 2nd Main Road 1st Floor Vyalikaval Extension Bhashyam Circle Sadashiv Nagar Bangalore – 560003

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

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### General Clause

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

### Beneficial Owner information

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

### Fees/Charges/Tariff

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

### Dematerialization

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

### Separate Accounts

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

### Transfer of Securities

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

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13. The stock broker / stock broker and depository participant shall not directly / indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.

### Statement of account

14. The DP shall provide statements of accounts to the beneficial owner in such form and manner and at such time as agreed with the Beneficial Owner and as specified by SEBI/depository in this regard.

15. However, if there is no transaction in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such BOs and shall resume sending the transaction statement as and when there is a transaction in the account.

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

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

### Manner of Closure of Demat account

18. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever, provided the DP has given a notice in writing of not less than thirty days to the Beneficial Owner as well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.

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

### Default in payment of charges

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

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

### Liability of the Depository

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

1. Without prejudice to the provisions of any other law for the time being in force, any loss caused to the beneficial owner due to the negligence of the depository or the participant, the depository shall indemnify such beneficial owner.

2. Where the loss due to the negligence of the participant under Clause (1) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

### Freezing/ Defreezing of accounts

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

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

25. With respect to jointly held accounts, a statutory order to freeze the accounts for any one holder will result in the joint account being frozen. The other joint holders will have to obtain a specific order for unfreezing their percentage of joint ownership by submitting the relevant documentary proof to the order issuing authority.

### Redressal of Investor grievance

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

### Authorized representative

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

### Law and Jurisdiction

28. In addition to the specific rights set out in this document, the DP and the Beneficial owner shall be entitled to exercise any other rights which the DP or the Beneficial Owner may have under the Rules, Bye Laws and Regulations of the respective Depository in which the demat account is opened and circulars/notices issued there under or Rules and Regulations of SEBI.

29. The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/ notices issued by SEBI and Rules, Regulations and Bye- laws of the relevant Depository, where the Beneficial Owner maintains his/ her account, that may be in force from time to time.

30. The Beneficial Owner and the DP shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the depository and that such procedure shall be applicable to any disputes between the DP and the Beneficial Owner.

31. Words and expressions which are used in this document but which are not defined herein shall unless the context otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there under by the depository and /or SEBI

32. Any changes in the rights and obligations which are specified by SEBI/Depositories shall also be brought to the notice of the clients at once.

33. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Depository, where the Beneficial Owner maintains his/her account, such

## Vachana Investments Private Limited

**Corporate Office:** No. 32, 2nd Main Road, 1st Floor, Vyalikaval Extension, Bhashyam Circle, Sadashiv Nagar, Bangalore – 560003 |

**SEBI Reg No:** BSE, NSE : INZ000248337 | **CIN:** U67190KA2013PTC070165 | **CDSL** (DP ID - 12079100)

**Website:** www.Vachanainvestments.com | **Phone number:** 080 - 49674967

**Email:** compliance@vachanainvestments.in | Investor grievances email: complaints@vachanainvestments.com



# ACCOUNT OPENING FORM

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changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

For any complaints, please visit SCORES on: <https://scores.gov.in>

### VACHANA INVESTMENTSPVT LTD.

No. 32 2nd Main Road 1st Floor Vyalikaval Extension Bhashyam Circle Sadashiv Nagar Bangalore – 560003 Karnataka

Terms And Conditions-cum-Registration / Modification Form for receiving SMS Alerts from CDSL

**[SMS Alerts will be sent by CDSL to BOs for all debits]**

#### 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.

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### 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

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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.

## **Terms And Conditions for availing Transaction Using Secured Texting (TRUST) Service offered by CDSL**

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

- i. "Depository" means Central Depository Services (India) Limited (CDSL)
- ii. TRUST means "Transactions Using Secured Texting" service offered by the Depository.
- iii. "Service Provider" means a cellular service provider(s) with whom the Depository has entered / shall enter into an arrangement for providing the TRUST service to the BO.
- iv. "Service" means the service of providing facility to receive/give instructions through SMS on best effort basis as per the following terms and conditions. The types of transaction that would normally qualify for this type of service would be informed by CDSL from time to time.
- v. "Third Party" means the operators with whom the Service Provider is having / will have an arrangement for providing SMS to the BO.

2. The service will be provided to the BO at his / her request and at the discretion of the depository provided the BO has registered for this facility with their mobile numbers through their DP or by any other mode as informed by CDSL from time to time. Acceptance of application shall be subject to the verification of the information provided by the BO to the Depository.

3. The messages will be sent on best efforts basis by way of an SMS on the mobile no which has been provided by the BOs. However Depository shall not be responsible if messages are not received or sent for any reason whatsoever, including but not limited to the failure of the service provider or network.

4. The BO is responsible for promptly informing its DP in the prescribed manner any change in mobile number, or loss of handset on which the BO wants to send/receive messages generated under TRUST. In case the new number is not

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registered for TRUST in the depository system, the messages generated under TRUST will continue to be sent to the last registered mobile number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of messages sent on such mobile number.

5. The BO agrees that SMS received by the Depository from the registered mobile number of the BO on the basis of which instructions are executed in the depository system shall be conclusive evidence of such instructions having been issued by the BO. The DP / CDSL will not be held liable for acting on SMS so received.

6. The BO shall be responsible for submitting response to the 'Responsive SMS' within the specified time period. Transactions for which no positive or negative confirmation is received from the BO, will not be executed except for transaction for deregistration. Further, CDSL shall not be responsible for BOs not submitting the response to the said SMS within the time limit prescribed by CDSL.

7. The BO agrees that the signing of the TRUST registration form by all joint holders shall mean that the instructions executed on the basis of SMS received from the registered mobile for TRUST shall be deemed to have been executed by all joint holders.

8. The BO agrees to ensure that the mobile number for TRUST facility and SMS alert (SMART) facility is the same. The BO agrees that if he is not registered for SMART, the DP shall register him for SMART and TRUST. If the mobile number provided for TRUST is different from the mobile number recorded for SMART, the new mobile number would be updated for SMART as well as TRUST.

9. BOs are advised to check the status of their obligation from time to time and also advise the respective CMs to do so. In case of any issues, the BO/CM should approach their DPs to ensure that the obligation is fulfilled through any other mode of delivery of transactions as may be informed / made available by CDSL from time to time including submission of Delivery Instruction Slips to the DP.

10. The BO acknowledges that CDSL will send the message for confirmation of a transaction to the BO only if the Clearing Member (registered by the BO for TRUST) enters the said transaction in CDSL system for execution through TRUST within prescribed time limit.

11. The BO further acknowledges that the BO/CM shall not have any right to any claim against either the DP or Depository for losses, if any, incurred due to non-receipt of response on the responsive SMS or receipt of such response after the prescribed time period. In the event of any dispute relating to the date and time of receipt of such response, CDSL's records shall be conclusive evidence and the Parties agree that CDSL's decision on the same shall be final and binding on both Parties.

12. The BO may request for deregistration from TRUST at any time by giving a notice in writing to its DP or by any other mode as specified by Depository in its operating instructions. The same shall be effected after entry of such request by the DP in CDSL system if the request is received through the DP.

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

14. The BO expressly authorises Depository to disclose to the Service Provider or any other third party, such BO information as may be required by them to provide the services to the BO. Depository however, shall not be responsible and be held liable for any divulgence or leakage of confidential BO information by such Service Providers or any other third party.

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15. The BO takes the responsibility for the correctness of the information supplied by him to Depository through the use of the said Facility or through any other means such as electronic mail or written communication.

16. The BO is solely responsible for ensuring that the mobile number is not misused and is kept safely and securely. The Depository will process requests originated from the registered Mobile as if submitted by the BO and Depository is not responsible for any claim made by the BO informing that the same was not originated by him.

17. **Indemnity:** In consideration of providing the service, the BO agrees that the depository shall not be liable to indemnify the BO towards any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service by the BO.

18. **Disclaimer: Depository shall be absolved of any liability in case: -**

- There is loss of any information during processing or transmission or any unauthorized access by any other person or breach of confidentiality.
- There is any lapse or failure on the part of the service providers or any third party affecting the said Facility and that Depository makes no warranty as to the quality of the service provided by any such service provider.
- There is breach of confidentiality or security of the messages whether personal or otherwise transmitted through the Facility.

## 28. RUNNING ACCOUNT AUTHORIZATION

To,

**Vachana Investments Private Limited**


No. 32, 2nd Main Road, 1st Floor, Vyalikaval Extension,  
Bhashyam Circle, Sadashiv Nagar, Opp. Bharat Petrol Pump,  
Bangalore – 560003.

I/We are dealing through you as a client in Capital Market and/or Future & Option segment and/or Currency segment and/or Interest Rate Future Segment & in order to facilitate ease of operations and upfront requirement of margin for trade.

I/We authorize you as under:

- I/We request you to maintain running balance in my account & retain the credit balance in any of my/our account and to use the unused funds towards my/our margin/pay-in/other future obligation(s) of any segment(s) of any or all the Exchange(s)/Clearing corporation unless I/We instruct you otherwise.
- I/We request you to retain securities with you for my/our margin/pay-in/other future obligation(s) of any segment(s) of any or all the Exchange(s)/Clearing Corporation, unless I/We instruct you to transfer the same to my/our account.
- I/We request you to settle my fund and securities account (choose one option)

**Once in a calendar Month**

 **Once in every calendar Quarter except the funds given towards collaterals/margin in form of Bank Guarantee and/or Fixed Deposit Receipt**

4. In case I/We have an outstanding obligation on the settlement date, you may retain the requisite securities/funds towards such obligations and may also retain the funds expected to be required to meet margin obligation for next 5 trading days, calculated in the manner specified by the exchanges.

## Vachana Investments Private Limited

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5. I/We confirm you that I will bring to your notice any dispute arising from the statement of account or settlement so made in writing preferably within 7 working days from the date of receipt of funds/securities or statement of account or statement related to it, as the case may be at your registered office.

6. I/We confirm you that I can revoke the above-mentioned authority at any time.

7. This running account authorization would continue until it is revoked by me.

<b>Client Name</b>	
<b>Signature of Client</b>	

### Mobile declaration

To,

**Vachana Investments Private Limited**

No. 32, 2nd Main Road, 1st Floor, Vyalikaval Extension,  
Bhashyam Circle, Sadashiv Nagar, Opp. Bharat Petrol Pump,  
Bangalore – 560003.

I \_\_\_\_\_ having PAN \_\_\_\_\_ do hereby declare that my mobile no. is \_\_\_\_\_  
Further, I authorize VACHANA that the same may be used for giving me any information/ alert/SMS.

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

<b>Signature of Client</b>	
----------------------------	--

### Client defaulter declaration

To,

**Vachana Investments Private Limited**

No. 32, 2nd Main Road, 1st Floor, Vyalikaval Extension,  
Bhashyam Circle, Sadashiv Nagar, Opp. Bharat Petrol Pump,  
Bangalore – 560003

I \_\_\_\_\_ having PAN \_\_\_\_\_ do hereby declare that I have not been involved in any unlawful activities and I have not been declared a defaulter or my name is not appearing in defaulter database as per SEBI/ Various Exchange/ Regulatory bodies, etc. I further declare that the above mentioned declaration/ statement is true and correct.

<b>Client Name</b>	
<b>Signature of Client</b>	

### 30. Request for updation of same mobile number / email id

## Vachana Investments Private Limited

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<b>Client Name</b>	
<b>Mobile No</b>	
<b>Email Id</b>	

I hereby declare that the aforesaid mobile number belongs to : **SELF**

I hereby declare that the aforesaid E-mail ID belongs to : **SELF**

<b>Client Name</b>	
<b>Signature of Client</b>	

### 31. ACKNOWLEDGEMENT

To,

**Vachana Investments Private Limited**

No. 32, 2nd Main Road, 1st Floor, Vyalikaval Extension,  
Bhashyam Circle, Sadashiv Nagar, Opp. Bharat Petrol Pump,  
Bangalore – 560003

#### Sub: Acknowledgement

This is to acknowledge the receipt of following documents. I further state and confirm that I have read and understood all the clauses of aforesaid documents.

Sl. No	Brief significance of the Document
1	Duly Executed Copy of KYC
2	Rights and Obligations
3	Risk Disclosure document (RDD) for Capital, Derivatives, and Currencies Segments
4	Guidance Note - Do's and Don'ts for trading on the Exchange(s) for investors
5	Vachana Tariff Sheet
6	Policies and Procedures Document pursuant to the SEBI circular dated December 03, 2009
7	General Terms & Conditions governing securities trading and broking services of Vachana
8	Running account authorization, Mobile declaration & Client defaulter declaration

I also confirm that I have received the relevant clarifications, if any, wherever required from the officials of Vachana  
Yours faithfully,

<b>Client Name</b>	
<b>Date</b>	
<b>Sign of Client</b>	

### 32. Requesting for bill/transaction/holding statement through email.

## Vachana Investments Private Limited

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**VACHANA**  
INVESTMENTS  
TRUSTED GROWTH IN WEALTH

To,  
**Vachana Investments Private Limited**

No. 32, 2nd Main Road, 1st Floor, Vyalikaval Extension,  
Bhashyam Circle, Sadashiv Nagar, Opp. Bharat Petrol Pump,  
Bangalore – 560003

Dear Sir,

### Sub: Requesting for bill/transaction/holding statement through email.

I/We request you to send me/us bill, transaction and holding statement of my CDSL Demat account no. 12079100

at following email address: I/We fully agree and are aware of following Terms and Conditions mentioned below.

- (a) That I/We will not receive the bill, transaction and holding statements in paper form.
- (b) That I/We will take all the necessary steps to ensure confidentiality and secrecy of the login name and password of the internet/email account.
- (c) That I/We am/are aware that the bill, transaction and holding statements may be accessed by other entities in case the confidentiality /secracy of the login name and password is compromised.
- (d) That I/We in case bill, transaction and holding statements are sent by email, I/We will immediately Vachana about change in email address, if any.

In case, Vachana is not able to provide bill/transaction statement to its Clients by email or on website due to any reason (including bounced emails), Vachana will ensure that the transaction statement is provided to me/us in paper form as per the time schedule stipulated in the Bye Laws & Business Rules of CDSL.

I/We hereby request you to send the statements: Daily/Fortnightly/Weekly/Monthly.

Yours faithfully,

<b>Client Name</b>	
<b>Signature of Client</b>	

We, the Joint Holders confirm that we would like to designate the First Demat Account Holder (who is a Resident Indian Individual) of our account to receive the CDSL TPIN (or any such other similar PIN as required by any or all Depositories to transact as per the e-DIS facility offered by such Depository) on his/her mobile/email address for execution/permission of all such transactions & ancillary facilities to be availed via such mechanism from any or all Depositories.

### Declaration

I/We have received and read the Rights and Obligations documents and terms & conditions and agree to abide by and be bound by the same and the Bye Laws as are in force from time to time. I/We declare that the particulars given by me/us above are true to the best of my/our knowledge as on the date of making this application.

I/We agree and undertake to intimate the DP of 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.

### Vachana Investments Private Limited

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<b>Client Name</b>	
<b>Signature of Client</b>	

### 33. Option form for issue of DIS booklet

BO ID :

Client ID :

To,

**Vachana Investments Private Limited**

No. 32, 2nd Main Road, 1st Floor, Vyalikaval Extension,  
Bhashyam Circle, Sadashiv Nagar, Opp. Bharat Petrol Pump,  
Bangalore – 560003

Dear Sir,

I/We hereby state that: [select one of the option 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) in favor of Vachana Investments Private Limited for executing delivery instructions for settling stock exchange trades (Settlement related transactions) effected through such Clearing Member.

OR

**Option 2:** I/We do not require the Delivery Instruction Slip (DIS) for the time being, Since I/We have issued a POA in favor of Vachana Investments Private Limited for executing the delivery instructions for settling stock exchange trades [settlement related transaction] effected through such Clearing Member. However, the Delivery Instruction Slip (DIS) booklet should be issued to me / us immediately on my / our request at any later date. I/We hereby select Option 1 / Option 2

<b>Client Name</b>	
<b>Signature of Client</b>	

### Declaration

I hereby declare that the mobile no./email ID mentioned in the Account opening form/ request for change in mobile no./email ID is my own

### Request letter for registration of mobile no./email ID of person belonging to the client's family

Please note that the mobile no./email id/both mentioned in the Account opening form/ request for change in mobile no./email ID belongs to Mr./Mrs./Ms. \_\_\_\_\_ Who is me \_\_\_\_\_  
[relationship with the client]

<b>Client Name</b>	
--------------------	--

## Vachana Investments Private Limited

**Corporate Office:** No. 32, 2nd Main Road, 1st Floor, Vyalikaval Extension, Bhashyam Circle, Sadashiv Nagar, Bangalore – 560003 |

**SEBI Reg No:** BSE, NSE : INZ000248337 | **CIN:** U67190KA2013PTC070165 | **CDSL** (DP ID - 12079100)

**Website:** www.Vachanainvestments.com | **Phone number:** 080 - 49674967

**Email:** compliance@vachanainvestments.in | Investor grievances email: complaints@vachanainvestments.com



# ACCOUNT OPENING FORM

## CKYC & KRA KYC Form

VACHANA  
INVESTMENTS  
BESTES-GROWTH-IN-WEALTH

<b>Signature of Client</b>	
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[Only the mobile no./email id of your spouse, dependent children and dependent parents can be registered in your demat account]

### 34. AUTHORIZATION FOR ELECTRONIC CONTRACT NOTE

To,  
**Vachana Investments Private Limited**

No. 32, 2nd Main Road, 1st Floor, Vyalikaval Extension,  
Bhashyam Circle, Sadashiv Nagar, Opp. Bharat Petrol Pump,  
Bangalore – 560003

Dear Sir,

### Sub: Authorization for Electronic Contract Notes & Acceptance for Electronic Communication:

I/We have been/shall be dealing through you as my/our broker on the Capital Market and/or Futures & Options and/or Currency Derivatives and or Interest Rate Futures 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 understand that, I/We have the option to receive the contract notes in physical form or electronic form. In pursuance of the same, I/We hereby opt to receive contract notes in electronic form. I/We understand that for the above purpose, you are required to take from the client “an appropriate email account” for you to send the electronic contract notes. Accordingly, please take the following email account /email id on your record for sending the contract notes to me/us:

#### Email ID:

I/ we hereby opt to receive Scanned KYC Form, DP related communications, Statement of Account/ Securities, Quarterly Settlement Statement, Quarterly Retention Reports, Daily Margin Statement and any other Communication also in Electronic Form

I/We also agree that non-receipt of bounced mail notification by you shall amount to delivery at my/our email account / email id.

I/We agree not to hold you responsible for late/non-receipt of contract notes sent in electronic form and any other communication for any reason including but not limited to failure of email services, loss of connectivity, email in transit etc.

I/We agree that the log reports of your dispatching software shall be a conclusive proof of dispatch of contract notes to me/us and such dispatch shall be deemed to mean receipt by me/us and shall not be disputed by me/us on account of any nonreceipt/ delayed receipt for any reason whatsoever. I/We understand that I am required to intimate any change in the email id/email account mentioned herein above needs to be communicated by me through a physical letter to you, provided however that if I/We am/are an internet client then in that event the request for change in email id/email account can be made by me/us through a secured access using client specific user id and password. Please treat this authorization as written ratification of my/our verbal directions/authorizations given and carried out by you earlier. 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.

<b>Client Name</b>	
<b>Signature of Client</b>	

## Vachana Investments Private Limited

**Corporate Office:** No. 32, 2nd Main Road, 1st Floor, Vyalikaval Extension, Bhashyam Circle, Sadashiv Nagar, Bangalore – 560003 |

**SEBI Reg No:** BSE, NSE : INZ000248337 | **CIN:** U67190KA2013PTC070165 | **CDSL** (DP ID - 12079100)

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**VACHANA**  
INVESTMENTS  
TRUSTED GROWTH IN WEALTH

# ACCOUNT OPENING FORM

CKYC & KRA KYC Form

## 35. Declaration for Confirmation of Signature

To,  
**Vachana Investments Private Limited**

No. 32, 2nd Main Road, 1st Floor, Vyalikaval Extension, Bhashyam Circle, Sadashiv Nagar, Opp. Bharat Petrol Pump, Bangalore – 560003

**Subject : Declaration for Confirmation of Signature**

Sir/Madam,,

This letter is to confirm that all signatures placed on the account opening forms, and all such other documents towards Vachana Investments Private Limited or any of its group entities, are done solely by me with complete knowledge of all such terms and clauses contained therein.

I/We, the undersigned, would like to request Vachana Investments Private Limited or any of its group entities to accept the signed account opening forms and documents, even in case there may be slight variations on a few pages/areas of the document.

I/We, the undersigned, further would like to represent and warrant that in case of any misrepresentation with respect to the signatures placed on the account opening forms or all such documents towards Vachana Investments Private Limited or any of its group entities by me/us, I/We will not blame Vachana Investments Private Limited and its directors/employees/agents for all such actions.

Yours faithfully,

<b>Client Name</b>	
<b>Signature of Client</b>	

## Client Declaration

I hereby confirm that I have read and understood the contents of the form including declarations, authorization and have also verified the information in the form. I hereby confirm that I have digitally signed the form including declarations, authorizations and copy of documents at all places with inscription

'Digitally Signed by:

<b>Client Name</b>	
<b>Signature of Client</b>	

## Vachana Investments Private Limited

**Corporate Office:** No. 32, 2nd Main Road, 1st Floor, Vyalikaval Extension, Bhashyam Circle, Sadashiv Nagar, Opp. Bharat Petrol Pump, Bangalore – 560003

**SEBI Reg No:** BSE, NSE: INZ000248337 | **CIN:** U67190KA2013PTC070165 | **CDSL** (DP ID - 12079100)

**Website:** www.Vachanainvestments.com | **Phone number:** 080 – 49674967 | **Email:** compliance@vachanainvestments.in

**Investor grievances email:** complaints@vachanainvestments.com



**Important Instructions:**

- A) Fields marked with '\*' are mandatory fields.
- B) Please fill the form in English and in BLOCK letters.
- C) Please fill the date in DD-MM-YYYY format.
- D) Please read section wise detailed guidelines / instructions at the end.
- E) List of State / U.T code as per Indian Motor Vehicle Act, 1988 is available at the end.
- F) List of two character ISO 3166 country codes is available at the end.
- G) KYC number of applicant is mandatory for update application.
- H) For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated.

**For office use only** (To be filled by financial institution)

Application Type\*  New  Update

KYC Number  (Mandatory for KYC update request)

Account Type\*  Normal  Simplified (for low risk customers)  Small

**1. PERSONAL DETAILS** (Please refer instruction A at the end)

Prefix	First Name	Middle Name	Last Name
<input type="checkbox"/> Name* (Same as ID proof)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Maiden Name (If any*)	<input type="text"/>	<input type="text"/>	<input type="text"/>
Father / Spouse Name*	<input type="text"/>	<input type="text"/>	<input type="text"/>
Mother Name*	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Birth*	<input type="text"/>	<input type="text"/>	<input type="text"/>
Gender*	<input type="checkbox"/> M- Male	<input type="checkbox"/> F- Female	<input type="checkbox"/> T-Transgender
Marital Status*	<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried	<input type="checkbox"/> Others
Citizenship*	<input type="checkbox"/> IN- Indian	<input type="checkbox"/> Others (ISO 3166 Country Code <input type="text"/> )	
Residential Status*	<input type="checkbox"/> Resident Individual	<input type="checkbox"/> Non Resident Indian	<input type="checkbox"/> Person of Indian Origin
Occupation Type*	<input type="checkbox"/> S-Service ( <input type="checkbox"/> Private Sector	<input type="checkbox"/> Public Sector	<input type="checkbox"/> Government Sector )
	<input type="checkbox"/> O-Others ( <input type="checkbox"/> Professional	<input type="checkbox"/> Self Employed	<input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student)
	<input type="checkbox"/> B-Business		
	<input type="checkbox"/> X- Not Categorised		

**PHOTO**

Signature / Thumb Impression

**2. TICK IF APPLICABLE**  RESIDENCE FOR TAX PURPOSES IN JURISDICTION(S) OUTSIDE INDIA (Please refer instruction B at the end)

ADDITIONAL DETAILS REQUIRED\* (Mandatory only if section 2 is ticked)

ISO 3166 Country Code of Jurisdiction of Residence\*

Tax Identification Number or equivalent (If issued by jurisdiction)\*

Place / City of Birth\*  ISO 3166 Country Code of Birth\*

**3. PROOF OF IDENTITY (PoI)\*** (Please refer instruction C at the end)

(Certified copy of any one of the following Proof of Identity [PoI] needs to be submitted)

<input type="checkbox"/> A- Passport Number	<input type="text"/>	Passport Expiry Date	<input type="text"/>
<input type="checkbox"/> B- Voter ID Card	<input type="text"/>		
<input type="checkbox"/> C- PAN Card	<input type="text"/>		
<input type="checkbox"/> D- Driving Licence	<input type="text"/>	Driving Licence Expiry Date	<input type="text"/>
<input type="checkbox"/> E- UID (Aadhaar)	<input type="text"/>		
<input type="checkbox"/> F- NREGA Job Card	<input type="text"/>		
<input type="checkbox"/> Z- Others (any document notified by the central government)	<input type="text"/>	Identification Number	<input type="text"/>
<input type="checkbox"/> S- Simplified Measures Account - Document Type code	<input type="text"/>	Identification Number	<input type="text"/>

**4. PROOF OF ADDRESS (PoA)\***

**4.1 CURRENT / PERMANENT / OVERSEAS ADDRESS DETAILS** (Please see instruction D at the end)

(Certified copy of any one of the following Proof of Address [PoA] needs to be submitted)

Address Type\*  Residential / Business  Residential  Business  Registered Office  Unspecified

Proof of Address\*  Passport  Driving Licence  UID (Aadhaar)

Voter Identity Card  NREGA Job Card  Others  please specify

Simplified Measures Account - Document Type code

**Address**

Line 1\*

Line 2

Line 3

District\*  Pin / Post Code\*  State / U.T Code\*  ISO 3166 Country Code\*

