

# INDIVIDUAL ACCOUNT OPENING FORM

## (DEMAT + TRADING)

### MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGE

S. No.	DOCUMENT	SIGNIFICANCE	PG NO'S
1	Account Opening Form	KYC form - Document Captures the basic Information about the constituent and an instruction / check list for filling KYC Form	04-07
2	Rights and Obligations	Document stating the rights & obligations of stock broker / Trading member, Sub-Broker and client for trading on exchanges (including additional rights & obligations in case of internet / wireless technology based trading)	19-26
3	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	27-30
4	Guidance Note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	31-32
5	Policies and Procedures	Document describing significant policies and procedures of the stock broker	33-41
6	Tariff Sheets	Document detailing the rate / amount of brokerage and other charges levied on the client for trading on the stock exchange(s) and charges related to demat account	07-18
7	Nomination Form	Nomination Form	13-15
8	Annexure-A	SMS Alerts Form	16-17

### MANDATORY DOCUMENTS FOR OPENING OF DEMAT ACCOUNT

S. No.	DOCUMENT	SIGNIFICANCE	PG NO'S
9	Application for Demat Account	Details are required for adhering to "Know Your client" for opening a Demat Account	5
10	Authorisation for debit charges	Authorisation to debit trading for the demat account charges - Part B	42
11	FATCA CRS Declaration	Client's self declaration on holding of overseas asset if any	11

### VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER

S. No.	DOCUMENT	SIGNIFICANCE	PG NO'S
12	DIS Issue	Option form for issue of Delivery Instruction Slip	10
13	Letter of Authorization for Electronic Contract	Client consent letter for receiving the contract notes by Email.	09
14	Running Account Authorization	Letter of Authorization for maintaining a Running Account with HFPL.	09
15	Declaration	Declaration related to Mobile / Email ID registration.	17
16	Confirmation Note	Confirmation Note KYC Mandatory / Non Mandatory Requirement	42
17	Client Code Modify	Client Code Modify	43



## HARDIK Fintrade Pvt. Ltd.

*You're in Safe Hands*

**Registered Office :** 1006-1008 10<sup>th</sup> Floor, 'B' Wing, ATMA House, Nr. Times Of India, Ashram Road, Ahmedabad-380 009  
Tel. No. 91 79 2658 0493-94, Website : [www.hardikgroup.com](http://www.hardikgroup.com) ( CIN No. U65910GJ1996PTC030983 )

**Branch Office :** D-251, Sumel Business Park-3, ( Safal-3), Nr. New Cloth Market, B/h. Kagda Pith Police Station, Raipur, Ahmedabad-380 002, Tel.No. 91 79 2547 4101/2/3

**Clearing Member Name & Address :**

M/s. IL&FS Securities Services Ltd. IL&FS House, Plot No. 14, Raheja Vihar, Chandivali, Andhri (E), Mumbai-400 072

**Member :** Bombay Stock Exchange Ltd. / Ahmedabad Stock Exchange Ltd. / Metropolitan Stock Exchange Of India Ltd.  
CDSL – Depository Participant

**Cash & F&O Segment ( Trading Member Details )**

**SEBI Registration No. :** BSE ( Cash / F&O ) INB/INF010965334

**Date :** 24/12/2010 ( Cash ) Date 24/12/2010 ( F&O )

**SEBI Registration No. :** MSEI ( Cash / F&O ) INF/INF260965331

**Date :** 14/02/2013 ( Cash ) Date 14/02/2013 ( F&O )

**TM Code :** 6374 ( BSE ) 32000 ( MSEI )

**Currency Derivative Segment ( Trading Member Details )**

**SEBI Registration No. :** BSE Currency ( 2013 )

**MSEI Currency INE261314830 Date :** 30/09/2008

**TM Code 6374 ( BSE Currency ) 32000 ( MSEI Currency )**

**CDSL – Depository Participant – SEBI Registration No. :** IN-DP-CDSL-184-2016 ( 2011 ) | CDSL DP ID 12070100

**Compliance Officer : ( BSE ) Mr. Mahesh Khemchand Aswani Tel No.: 91 79 2658 0493-94**

**Compliance Officer : ( CDSL ) Mr. Mukesh Nanakram Vaswani**

For any grievance/dispute please contact Hardik Fintrade Private Limited at above address or email id : [hardikfin@hardikgroup.com](mailto:hardikfin@hardikgroup.com)

and Phone no.: 079-26580493-94. In case not satisfied with the response, please contact the concerned exchange(s):

BSE Email : [Nikhil.mehta@bseindia.com](mailto:Nikhil.mehta@bseindia.com) & Tel.: 9179 2646 2992 | MSEI Email : [investorcomplaints@msei.in](mailto:investorcomplaints@msei.in) & Tel.: 91 22 6112 9000

CDSL Email : [helpdesk@cdslindia.com](mailto:helpdesk@cdslindia.com) & Tel.: 91 22 2272 8663

## INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

### (A) IMPORTANT POINTS

1. Self attested copy of PAN card is mandatory for all clients.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by original for verification. In case the original of any document is not produce for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. In case of Merchant Navy NRI's, Marien's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
8. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the Passport of Minor / Birth Certificate must be provided.
9. Politically Exposed Person (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government / Judicial / military officers, senior executives of state owned corporations, important political party officials, etc.

### (B) PROOF OF IDENTITY (POI): List of documents admissible as Proof of Identity :

1. PAN card with photograph. This is a mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D).
2. Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID card / Driving license.
3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/ Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Bank.

### (C) PROOF OF ADDRESS (POA): List of documents admissible as Proof of Address: (\*Documents having an expiry date should be Valid on the date of submission.)

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

### (D) EXEMPTIONS/CLARIFICATIONS TO PAN (\*Sufficient documentary evidence in support of such claims to be collected.)

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

### (E) LIST OF PEOPLE AUTHORIZED TO ATTEST THE DOCUMENTS:

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).

## ADDITIONAL DOCUMENTS IN CASE OF TRADING IN DERIVATIVES SEGMENTS - ILLUSTRATIVE LIST

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

1. Copy of ITR Acknowledgement
2. Copy of Annual Accounts
3. In case of Salary Income – Salary Slip, Copy of Form 16
4. Net Worth Certificate
5. Copy of demat account holding statement.
6. Bank account statement for last 6 months
7. Photocopy of the canceled cheque having the name of the account holder where the cheque book is issued, (or)
8. Photocopy of the Bank Statement having name and address of the BO
9. Photocopy of the Passbook having name and address of the BO, (or)
10. Letter from the Bank.
11. Self declaration with relevant supporting documents.
12. Any other relevant documents substantiating ownership of Assets.

In case of options 7, 8, 9 and 10 above, MICR and IFSC code of the branch should be present / mentioned on the document.

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### DEMAT MASTER OR RECENT HOLDING STATEMENT ISSUED BY DP BEARING NAME OF THE CLIENT

For individuals

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

For non-individuals:

1. Form needs to be initialized by all the authorized signatory.
2. Copy of Board Resolution as declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures.

## ANNEXURE 2.3

### INSTRUCTIONS TO THE APPLICANTS (BOs) FOR ACCOUNT OPENING

1. Signatures can be in English or Hindi or any of the other languages contained in the 8th Schedule of the Constitution of India. Thumb impressions and signatures other than the above mentioned languages must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate/ Special Executive Officer under his/her officials
2. Signatures should be preferably in black ink.
3. Details of the Names, Address, Telephone Number(s), etc., of the Magistrate / Notary Public / Special Executive Magistrate / Special Executive Officer are to be provided in case of attestation done by them.
4. In case of additional signatures (for accounts other than individuals), separate annexures should be attached to the account opening form.
5. In case of applications containing a Power of Attorney, the relevant Power of Attorney or the self-certified copy thereof, must be lodged along with the application.
6. All correspondence / queries shall be addressed to the first/ sole applicant.
7. Strike off whichever option, in the account opening form, is not applicable.



# ADDITIONAL KYC FORM FOR OPENING A DEMAT ACCOUNT

## TO BE FILLED BY THE DEPOSITORY PARTICIPANT

APPLICABLE NUMBER :	DATE (DD/MM/YYYY) <input style="width: 100%;" type="text"/>
DP INTERNAL REFERENCE NUMBER :	DP ID <input style="width: 100%;" type="text" value="1 2 0 7 0 1 0 0"/> BO ID <input style="width: 100%;" type="text"/>

### TYPE OF ACCOUNT (PLEASE TICK WHICHEVER IS APPLICABLE)

<input type="radio"/> INDIVIDUAL	<input type="radio"/> INDIVIDUAL RESIDENT <input type="radio"/> INDIVIDUAL DIRECTOR'S RELATIVE INDIVIDUAL <input type="radio"/> PROMOTER <input type="radio"/> INDIVIDUAL MARGIN TRADING A/C (MANTRA)	<input type="radio"/> INDIVIDUAL DIRECTOR <input type="radio"/> INDIVIDUAL HUF / AOP <input type="radio"/> MINOR <input type="radio"/> OTHERS (SPECIFY) _____
<input type="radio"/> NRI	<input type="radio"/> NRI REPATRIABLE <input type="radio"/> NRI REPATRIABLE PROMOTER <input type="radio"/> NRI DEPOSITORY RECEIPTS	<input type="radio"/> NRI NON - REPATRIABLE <input type="radio"/> NRI NON - REPATRIABLE PROMOTER <input type="radio"/> OTHERS (SPECIFY) _____
<input type="radio"/> FOREIGN NATIONAL	<input type="radio"/> FOREIGN NATIONAL <input type="radio"/> FOREIGN NATIONAL DEPOSITORY RECEIPTS	<input type="radio"/> OTHERS (SPECIFY) _____

### HOLDER DETAILS (TO BE FILLED BY THE APPLICANT IN BLOCK LETTERS)

I/We Request You To Open A Demat Account In my/ our Name as per following details:  
SOLE/FIRST HOLDER'S NAME

PAN NO. (Compulsory) <input style="width: 100%;" type="text"/>	UID NO.: <input style="width: 100%;" type="text"/>
UCC ID <input style="width: 100%;" type="text"/>	EXCHANGE ID : BSE : 6374
SECOND HOLDER'S NAME :	
PAN NO. (Compulsory) <input style="width: 100%;" type="text"/>	UID NO.: <input style="width: 100%;" type="text"/>
THIRD HOLDER'S NAME :	
PAN NO. (Compulsory) <input style="width: 100%;" type="text"/>	UID NO.: <input style="width: 100%;" type="text"/>
NAME*:	

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

### DETAILS OF GUARDIAN (IN CASE THE ACCOUNT HOLDER IS MINOR)

GUARDIAN'S NAME :	
RELATIONSHIP WITH THE APPLICANT :	PAN NO. (Compulsory) <input style="width: 100%;" type="text"/>
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 type="radio"/> YES <input type="radio"/> NO	I / We would like to instruct the DP to accept all the pledge instructions in my/our account without any other further instruction from my/our end (If not marked, the default option would be 'No') <input type="radio"/> YES <input type="radio"/> NO
Account Statement Requirement <input type="radio"/> AS PER SEBI REGULATION <input type="radio"/> DAILY <input type="radio"/> WEEKLY <input type="radio"/> FORTNIGHTLY <input type="radio"/> MONTHLY	I / We request you to send Electronic Transaction-cum- Holding Statement at the email ID <input type="radio"/> YES <input type="radio"/> NO
I / We would like to share the email ID with the RTA <input type="radio"/> YES <input type="radio"/> NO	I / We would like to receive the Annual Report (Tick the applicable box. If not marked, the default option would be in Physical) <input type="radio"/> PHYSICAL <input type="radio"/> ELECTRONIC <input type="radio"/> BOTH PHYSICAL AND ELECTRONIC

I / We wish to receive dividend / interest directly in to my bank account as given below through ECS (If not marked, the default option would be 'Yes') [ECS is mandatory for locations notified by SEBI from time to time]  YES  NO

**Re: Confirmation to receive the account opening document and welcome letter through email and digitally signed**  
 With reference to my/our application for opening of a Demat account with you. I / We wish to receive all documents related to account opening documents, welcome letter and CMR copy (digitally signed) on the registered email id provided. None of these would be physically sent unless requested for the same.  
**Thanking You, Yours faithfully**

FIRST/SOLE HOLDER SIGNATURE [3]	SECOND HOLDER SIGNATURE	THIRD HOLDER SIGNATURE
X		

**TRADING AND DEMAT ACCOUNT RELATED DETAILS****SECTION A PRIMARY BANKING ACCOUNT**

BANK NAME

BRANCH NAME

BRANCH ADDRESS

CITY/TOWN/VILLAGE

PIN CODE

STATE

COUNTRY

ACCOUNT NUMBER

MICR NUMBER

IFSC CODE

ACCOUNT TYPE  CURRENT  SAVINGS  NRI / NRE / NRO  OTHERS (Please Specify) \_\_\_\_\_**SECTION B PRIMARY DEPOSIT ACCOUNT**

DEPOSITORY PARTICIPANT NAME

DP TYPE (CDSL)

DEPOSITORY PARTICIPANT ID

BENEFICIARY NAME

BENEFICIARY ID (BO ID)

**SECTION C TRADING PREFERENCES**

Please sign in the relevant boxes where you wish to trade. The segment not chosen should be struck off by the client. If, in future, the client wants to trade on any new segment / new exchange, separate authorization / letter should be taken from the client by the stock broker.

BSE CASH SEGMENT

CLIENT'S SIGNATURE (4A)

BSE F&amp;O SEGMENT

CLIENT'S SIGNATURE (4B)

BSE CDS SEGMENT

CLIENT'S SIGNATURE (4C)

DATE (DD/MM/YYYY)

**SECTION D PAST ACTIONS**

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

**SECTION E DEALINGS THROUGH OTHER MEMBERS**

IF CLIENT IS DEALING THROUGH ANY OTHER MEMBER, PLEASE PROVIDE THE FOLLOWING DETAILS (IN CASE DEALING WITH MULTIPLE MEMBERS, PROVIDE DETAILS OF ALL IN A SEPARATE SHEET CONTAINING ALL THE INFORMATION AS MENTIONED BELOW)

MEMBER / AUTHORIZED PERSON NAME:

EXCHANGE :

EXCHANGE REGISTRATION NUMBER:

CONCERNED MEMBER'S NAME WITH WHOM AP IS REGISTERED:

REGISTERED OFFICE ADDRESS:

CITY:

STATE :

COUNTRY :

TELEPHONE :

FAX :

EMAIL ADDRESS:

DETAILS OF DISPUTES/DUES PENDING FROM/TO SUCH MEMBER/AP:

WEBSITE:

 6. DETAILS OF RELATED PERSON (RP) (In case of additional persons, please fill Annexure B1<sup>1</sup>) (Please refer instruction G at the end) Additional of RP  Deletion of RP KYC Number of RP (if available\*)

RP Type\*

 Guardian of Minor Assignee Authorized Representative

Prefix

First Name

Middle Name

Last Name

Name\*

(If KYC number and name are provided, Proof of identity of RP required)

**SECTION F**

**ADDITIONAL DETAILS**

CONTRACT NOTE PREFERENCE       ELECTRONIC CONTRACT NOTE (ECN)       PHYSICAL CONTRACT NOTE

EMAIL ADDRESS (Same as mentioned in KYC Form):

I WISH TO AVIAL THE FACILITY OF INTERNET TRADING / WIRELESS TECHNOLOGY

NUMBER OF YEARS OF INVESTMENT / TRADING EXPERIENCE

IN CASE OF NON-INDIVIDUALS, NAME, DESIGNATION, PAN, UID, SIGNATURE, RESIDENTIAL ADDRESS AND PHOTOGRAPHS OF PERSONS AUTHORIZED TO DEAL IN SECURITIES ON BEHALF OF COMPANY/FIRM/OTHERS

ANY OTHER INFORMATION

**SECTION G**

**INTRODUCER DETAILS**

(Optional)

NAME OF THE INTRODUCER

RELATIONSHIP WITH THE INTRODUCER

INTRODUCER'S STATUS    EXISTING CLIENT    AUTHORIZED PERSON    SUB-BROKER    REMISIER    OTHERS

INTRODUCER'S ADDRESS

INTRODUCER'S PHONE NUMBER

**INTRODUCER'S SIGNATURE**

INTRODUCER'S CLIENT ID

CLIENT'S NAME

**CLIENT'S**

**SIGNATURE [5]** X \_\_\_\_\_

DATE (DD/MM/YYYY)

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**TARIFF SHEET**

**CASH SEGMENT (BROKERAGE SLAB) BSE / MSEI**

Cash Segment (Brokerage Slab)	Brokerage Slab	First Leg (%)	Second Leg (%)	First Leg (Minimum)	Second Leg (Minimum)
	Delivery Based		Not Applicable		Not Applicable
	Daily Square UP				

**F&O SEGMENT (BROKERAGE SLAB) BSE / MSEI**

Cash Segment (Brokerage Slab)	Brokerage Slab	First Leg (%)	Second Leg (%)	First Leg (Minimum)	Second Leg (Minimum)
	Delivery Based		Not Applicable		Not Applicable
	Daily Square UP				

**CURRENCY SEGMENT (BROKERAGE SLAB) BSE / MSEI**

Cash Segment (Brokerage Slab)	Brokerage Slab	First Leg (%)	Second Leg (%)	First Leg (Minimum)	Second Leg (Minimum)
	Delivery Based		Not Applicable		Not Applicable
	Daily Square UP				

**DECLARATION**

- I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.
- I/We confirm having read/been explained and understood the contents of the document on policy and procedures of the stock broker and the tariff sheet.
- I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s) and 'Risk Disclosure Document'. 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.

CLIENT'S NAME

PLACE

**CLIENT'S**

**SIGNATURE [6]** X \_\_\_\_\_

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**FOR OFFICE USE ONLY**

CLIENT'S UCC CODE

EMPLOYEE CODE :

EMPLOYEE DESIGNATION:

**IN PERSON VERIFICATION (IPV) / VERIFICATION OF DOCUMENTS**

IPV PERFORMED BY

EMPLOYEE DESIGNATION:

ON DATE (DD/MM/YYYY)

EMPLOYEE SIGNATURE:

EMPLOYEE CODE:

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

SIGNATURE OF THE AUTHORISED SIGNATORY

DATE (DD/MM/YYYY)

SEAL / STAMP OF THE INTERMEDIARY

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**LETTER FOR AUTHORIZATION FOR ELECTRONIC CONTRACT NOTES & AUTHORIZATION FOR RUNNING ACCOUNT**

**TO: Hardik Fintrade Pvt. Ltd.**  
 1006, B-Wing, Atma House, Nr. Time of India,  
 Ashram Road, Ahmedabad - 380 009, Gujarat.

**SUB: Authorization for Electronic Contract Notes & AUTHORIZATION FOR RUNNING ACCOUNT**

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

I understand that, I have the option to receive the contract notes in physical form or electronic form. In pursuance of the same, I hereby opt to receive contract notes in electronic form. I 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:

**EMAIL / ADDRESS (Same as mentioned on Page 5):**.....

1. I also agree that non-receipt of bounced mail notification by you shall amount to delivery at my email account /email id.
2. I 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.
3. I agree that the log reports of your dispatching software shall be a proof of dispatch of contract notes to me and such dispatch shall be deemed to mean receipt by me and shall not be disputed by me on account of any non-receipt/delayed receipt for any reason whatsoever.
4. I 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 am an internet client then in that event the request for change in email id/email account can be made by me through a secured access using client specific user id and password. Please treat this authorization as written ratification of my verbal directions/authorizations given and carried out by you earlier. I shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my directions given above.
5. I understand that, you shall send physical copy of the contract note within 24 hours if you received a bounced email.
6. I am a registered client with you, and am dealing in Capital Market/ Derivative Market/ Currency Market segment(s), and have a Hardik Fintrade Pvt. Ltd. client code as mentioned below.
7. I am aware that payout / dividend received / credited from the exchange(s) against settlement of transaction as per settlement cycle is available within 1 working day of the payout from the Exchange. It is difficult for me to make available the required funds on every pay-in of funds obligation / margin obligation, hence I request you to maintain my account on a running basis and retain the payout received / credit balance in my account for my future obligation / margin obligation or other liabilities unless I instruct otherwise.
8. I hereby further authorize you to debit / credit / transfer the amounts between the various segments either on the same Exchange and / or Exchanges to meet my/our obligation or various dues payable to you / Exchange(s).
9. If payment of funds is required, I shall request you in writing or through the web option for funds withdrawal on the web login. Further it may be noted that if required I may revoke this authorization at any time after giving request in writing.
10. This running account authorization would continue until it is revoked by me. The actual settlement of funds shall be done at least once in the preference period selected below  QUARTERLY  MONTHLY
11. While settling the account having outstanding obligations on the settlement date, you may retain the requisite funds towards such obligations and may also retain the funds expected to be required to meet margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. You may further retain sum of rupees 10,0000/-
12. I shall bring any dispute arising from the statement of account or settlement so made to your notice within 30 working days from the date of receipt of funds or statement, as the case may be else it will be final

Yours faithfully,

CLIENT'S NAME

**CLIENT'S SIGNATURE [8] X** \_\_\_\_\_

DATE (DD/MM/YYYY) | | | | | | | |

**SMS ALERT FACILITY.**MOBILE NO.+91 

[Mandatory, if you are giving Power of Attorney (POA)]

(If POA is not granted &amp; you do not wish to avail of this facility, cancel this option).

**TRANSACTIONS USING SECURED TEXTING FACILITY (TRUST).** Refer to terms and Conditions **Annexure - 2.6**

I/We 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.

 YES  NO

I/We wish to register the following clearing member Ids under my / our below mentioned BO ID registered for TRUST

Stock Exchange Name / ID	Clearing Member Name	Clearing Member ID (Optional)

**EASI**To register for Easi please visit our website [www.cdslindia.com](http://www.cdslindia.com)

Easi allows a BO to view his ISIN balances, transactions and value of the portfolio online.

I / We wish to avail the following facility :

Basic Service Demat A/C facility:  YES  NO**OTHERS DETAILS****GROSS ANNUAL INCOME DETAILS (Income Range per annum)**
 UP TO RS. 1 LAC  RS. 1 LAC to Rs. 5 LAC  RS. 5 LAC - RS. 10 LAC  
 RS. 10 LAC - RS. 25 LAC  MORE THAN RS. 25 LAC
**NET WORTH AS ON DATE (NOT OLDER THAN 1 YEAR)**VALUE IN Rs. DATE (DD/MM/YYYY) FOR NOT INDIVIDUALS:  25 LAC - 1 CRORE  OVER 1 CRORE

Occupation Type\*  S-Service ( Private Sector  Public Sector  Government Sector)  
 O-Others ( Professional  Self Employed  Retired  Housewife  Student)  
 B-Business  X-Not Categorised  Agriculturist

AFFILIATIONS:  POLITICALLY EXPOSED PERSON (PEP)  RELATED TO A POLITICALLY EXPOSED PERSON (RPEP)

ANY OTHER INFORMATION :

**OPTION FORM FOR ISSUE OF DIS BOOKLET****(OPTIONAL)**DP ID           BO ID TO: **Hardik Fintrade Pvt. Ltd.**1006, B-Wing, Atma House, Nr. Time of India,  
Ashram Road, Ahmedabad - 380 009, Gujarat.DATE (DD/MM/YYYY) 

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 Hardik Fintrade Pvt. Ltd. for executing delivery instructions for settling stock exchange trades (Settlement related transactions) effected through such Clearing Member.

 OPTION 2

I/We do not require Delivery Instruction Slip (DIS) for time being. Since I/We have issued a POA in favor of Hardik Fintrade Pvt. Ltd. for executing delivery instructions for settling stock exchange trades (Settlement related transactions) 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.

**FIRST/SOLE HOLDER SIGNATURE [9]****SECOND HOLDER SIGNATURE****THIRD HOLDER SIGNATURE**

X

**FATCA / CRS DECLARATION / SELF CERTIFICATION FOR INDIVIDUAL**

<i>Please fill the information below as requested</i>	FIRST ACCOUNT HOLDER	SECOND ACCOUNT HOLDER	THIRD ACCOUNT HOLDER
Name of Account Holder			
Indicate ( ) your Tax Residency / Citizenship / Nationality	<input type="checkbox"/> India <input type="checkbox"/> U.S.A. <input type="checkbox"/> Others	<input type="checkbox"/> India <input type="checkbox"/> U.S.A. <input type="checkbox"/> Others	<input type="checkbox"/> India <input type="checkbox"/> U.S.A. <input type="checkbox"/> Others

**If ticked on "Others" and/or "U.S.A", please provide all details under point no. 2,3,4,5 below:**

Specify City and Country of Birth			
Specify Country(ies) of Tax Residency/ Citizenship / Nationality / Green card holder, other than India			
Tax Identification Number (for U.S.A.) or its functional equivalent (other than U.S.A.)			
Source of Wealth	<input type="checkbox"/> Salary <input type="checkbox"/> Business <input type="checkbox"/> Gift <input type="checkbox"/> Rental Income <input type="checkbox"/> Royalty <input type="checkbox"/> Ancestral Property <input type="checkbox"/> Prize Money <input type="checkbox"/> Others	<input type="checkbox"/> Salary <input type="checkbox"/> Business <input type="checkbox"/> Gift <input type="checkbox"/> Rental Income <input type="checkbox"/> Royalty <input type="checkbox"/> <input type="checkbox"/> Prize Money <input type="checkbox"/> Others	<input type="checkbox"/> Salary <input type="checkbox"/> Business <input type="checkbox"/> Gift <input type="checkbox"/> Rental Income <input type="checkbox"/> Royalty <input type="checkbox"/> <input type="checkbox"/> Prize Money <input type="checkbox"/> Others

**DECLARATION**

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

- a) The details furnished above are true to the best of my knowledge and belief and shall undertake to inform Hardik Fintrade Private Limited within 30 days, in case of any change in the above given status on a future date;
- b) If I /we am/are U.S. person or tax resident of a reportable foreign jurisdiction (other than U.S.), my account details, would be reported by Hardik Fintrade Private Limited to the relevant tax authority. or information may be shared with concerned Asset Management Companies (AMCs) or to any of the Government Agencies / Tax authorities / Regulators / Exchanges / Depositories of India or of any country other than India;

<b>FIRST/SOLE HOLDER SIGNATURE [10]</b>	<b>SECOND HOLDER SIGNATURE</b>	<b>THIRD HOLDER SIGNATURE</b>
<b>X</b>		

**What is FATCA / CRS?**

The U.S. government introduced the Foreign Account Tax Compliance Act, 2010 (FATCA) for obtaining information on accounts held by U.S. taxpayers in other countries. Further, Organization for Economic Co-operation & Development (OECD) and G20 countries agreed for automatic exchange on information through Common Reporting Standards (CRS). The Government of India has signed an Inter-Government Agreement (IGA) with US and has also joined the Multilateral Competent Authority agreement (MCAA) for automatic sharing of information with member countries of OECD and G20. By virtue of India signing an IGA with US and joining MCAA, Indian financial institutions will have to provide the required financial information to Indian tax authorities which in turn would forward reportable information to US IRS and member countries of OECD and G20 countries.

**US Person means:** In case of individuals, U.S. person means a citizen or resident of the United States. Persons who would qualify as U.S. persons could be born in United States, born outside the United States of a US parent, Naturalized citizens, Green Card Holders, tax residents.

**Who is Reportable Person (Non US) under Common Reportable Standards (CRS)?**

Under Common Reportable Standards (CRS), reportable person means Tax residents of a reportable foreign jurisdiction other than U.S. (Please note the above information is provided only for quick reference to customers. You are requested to consult a legal/ tax advisor if in doubt.)

**Documents to be collected if Customer's Country of birth is U.S. but declare that he/ she are not a U.S. person**

1. Certificate of relinquishment of citizenship (Loss of nationality certificate); OR
2. Self certification for stating reasons for not having such a certificate despite relinquishment U.S. citizenship; OR
3. Self certification for stating reasons for not obtaining U.S. citizenship at birth

## CONSENT LETTER FOR AVAILING BSE StAR MF FACILITY

I/We \_\_\_\_\_ am/are registered as your client with Client Code No. \_\_\_\_\_ and have executed the Account Opening documents (KYC Form) for the purpose of trading in the Capital Market segment of BSE Limited (BSE).

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

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

I/We are willing to abide by the terms and conditions as mentioned in the BSE Circular dated December 02, 2009 and as may be specified by the Exchange from time to time in this regard.

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

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

I/We therefore request you to register me/us as your client for participating in the BSE Star Mf. I/We hereby confirm having read and understood the terms & conditions and disclosures provided overleaf.

Your faithfully,

**FIRST/SOLE HOLDER SIGNATURE [11]**

**SECOND HOLDER SIGNATURE**

**THIRD HOLDER SIGNATURE**

X

## ACKNOWLEDGEMENT LETTER

TO: **Hardik Fintrade Pvt. Ltd.**  
1006, B-Wing, Atma House, Nr. Time of India,  
Ashram Road, Ahmedabad - 380 009, Gujarat.

Dear Sir or Madam,

I/We hereby acknowledge receipt of the following documents

1. Rights and Obligations of Stock Brokers, Sub-brokers and Clients (including additional rights & obligations in case of internet / wireless technology based trading).
2. Risk Disclosure Document for Capital Market and Derivatives Segments.
3. Guidance Note - Do's and Don'ts for Trading on the Exchange(s) for Investors.
4. Policies and Procedures Document pursuant to the SEBI circular dated December 03, 2009.
5. The Hardik Fintrade Pvt. Ltd. Securities Tariff sheet.
6. General Terms and Conditions governing securities trading and broking services of Hardik Fintrade Pvt. Ltd.
7. All other mandatory and voluntary client registration documents.
8. I/We hereby acknowledge the receipt of duly executed copy of KYC and all other documents as executed by me/us. Further I confirmed that the documents for KYC submitted by me are true and correct.

I/We understand that the Voluntary documents executed by me/us are out of my/our own free will.

I state that I have read and understood all above documents and these documents are binding upon me.

Yours faithfully

## DECLARATION FOR NAME MISMATCH

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

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

<b>Name as per Income Tax</b>	
<b>Name as per Bank Proof</b>	
<b>Name as per Address Proof</b>	
<b>Name as per Income Proof</b>	

I hereby confirm that all the said names belong to me. I hereby state and confirm that what is stated above is true and correct information.

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

**CLIENT'S SIGNATURE X**

**FIRST/SOLE HOLDER SIGNATURE [12]**

**SECOND HOLDER SIGNATURE**

**THIRD HOLDER SIGNATURE**

X

DATE (DD/MM/YYYY) | | | | | | | | | |



# HARDIK Fintrade Pvt. Ltd.

You're in Safe Hands

1006, B-Wing, Atma House, Nr. Time of India, Ashram Road, Ahmedabad - 380 009, Gujarat.

## Nomination Form

Date	D	D	M	M	Y	Y	Y	Y	DP ID	1	2	0	7	0	1	0	0	Client ID										
																	UCC											

I/We wish to make a nomination. (As per details given below)

### Nomination Details

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

Nomination can be made upto three nominees in the account			Details of 1st Nominee	Details of 2nd Nominee	Details of 3rd Nominee
1. Name of the nominee(s) (Mr./Ms.)					
2.	Share of each Nominee	Equally (If not equally, please specify percentage)	%	%	%
Any old lot after division shall be transferred to the first nominee mentioned in the form.					
3. Relationship with the Applicant (If Any)					
4. Address of Nominee(s) City / Place : State & Country :					
			PIN CODE		
5. Mobile / Telephone No. of nominee(s)					
6. Email ID of nominee(s)					
7. Nominee Identification details - (Please tick anyone of following and provide details of same)  <input type="checkbox"/> Photograph & Signature <input type="checkbox"/> PAN <input type="checkbox"/> Aadhaar <input type="checkbox"/> Saving Bank Account No. <input type="checkbox"/> Proof of Identity <input type="checkbox"/> Demat Account ID					
<b>Sr. Nos. 8-14 should be filled only if nominee(s) is a minor :</b>					
8.	Date of Birth (in case of minor nominee(s))				
9.	Name of Guardian (Mr./Ms.) {in case of minor nominee(s)}				
10.	Address of Guardian(s)				



# HARDIK Fintrade Pvt. Ltd.

*You're in Safe Hands*

1006, B-Wing, Atma House, Nr. Time of India, Ashram Road, Ahmedabad - 380 009, Gujarat.

	City / Place : State & Country :						
11.	Mobile /Telephone no. of Guardian						
12.	Email ID of Guardian						
13.	Relationship of Guardian with nominee						
14.	Nominee Identification details - (Please tick anyone of following and provide details of same) <input type="checkbox"/> Photograph & Signature <input type="checkbox"/> PAN <input type="checkbox"/> Aadhaar <input type="checkbox"/> Saving Bank Account No. <input type="checkbox"/> Proof of Identity <input type="checkbox"/> Demat Account ID						
<b>Name(s) of holder(s)</b>						<b>Signature(s) of holder* (13)</b>	
<b>Sole / First Holder (Mr. / Ms.)</b>							
<b>Second Holder (Mr. / Ms.)</b>							
<b>Third Holder (Mr. / Ms.)</b>							

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

**Note :**

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

The Trading Member / Depository Participant shall provide acknowledgment of the nomination form to the account holder(s)



# HARDIK Fintrade Pvt. Ltd.

*You're in Safe Hands*

1006, B-Wing, Atma House, Nr. Time of India, Ashram Road, Ahmedabad - 380 009, Gujarat.

## Declaration Form for opting out of nomination

To, <b>Hardik Fintrade Pvt. Ltd.</b> 1006, B-Wing, Atma House, Nr. Time of India, Ashram Road, Ahmedabad - 380 009, Gujarat.	Date								
---	------	--	--	--	--	--	--	--	--

UCC								
DP ID	1	2	0	7	0	1	0	0
Client ID (only for Demat account)								
Sole/First Holder Name								
Second Holder Name								
Third Holder Name								

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)\*

FIRST/SOLE HOLDER SIGNATURE	SECOND HOLDER SIGNATURE	THIRD HOLDER SIGNATURE

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

## ANNEXURE - A

### Terms & Conditions-Cum-Registration / Modification Form for receiving SMS Alerts from CDSL

#### DEFINITIONS :

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

1. "Depository" means Central Depository Service (India) Limited a company incorporated in India under the Companies Act 1956 and having its registered office at Registered Office : 17th Floor, P.J. Towers, Dalal Street, Fort, Mumbai-400 001. and all its branch office and includes its successors and Assignees.
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 Services"
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 account holders 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 account and non-individual accounts the service will be available, only to one mobile number i.e. to the mobile number as submitted at the time of registration / modification.
5. The BO is responsible for promptly intimating to the depository in the prescribed manner any change in mobile number, or loss of handset, on which the BO wants to receive the alerts from the depository. In case of change in mobile number not intimated to the depository, the SMS alerts will continue to be sent to the last registered mobile phone number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of SMS alerts sent on such mobile number.

#### RECEIVING ALERTS :

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

#### FEES :

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

**DISCLAIMER :**

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

**LIABILITY AND INDEMNITY :**

The Depository shall not be liable for any breach of confidentiality by the service provider or by any third person due to unauthorized access to the information meant for the BO. In consideration of the depository providing the service, the BO agree to indemnify and keep safe, harmless and indemnified the depository and its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever which a depository may at any time incur, sustain, suffer or be put to as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service by the BO.

**AMENDMENTS :**

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

**GOVERNING LAW AND JURISDICTION :**

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

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

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

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

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

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

BOID	:	1	2	0	7	0	1	0	0								
		(Please write your 8 digit DP ID)								(Please write your 8 digit Client ID)							

Sole / First Holder's Name :

Second Holder's Name :


Third Holder's Name :

Mobile Number on which messages are to be sent	:	+91														
		(Please write only the mobile number without prefixing country code or zero)														

The mobile number is registered in the name of : \_\_\_\_\_

E-mail ID : \_\_\_\_\_  
(Please write only ONE valid email ID on which communication; if any, is to be sent)


E-mail / Mobile Belongs to :  Self  Spouse  Child  Parent

Signature  14

**(Trading / Sole / First Holder)**



**(Second Holder)**



**(Third Holder)**

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

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



## Common Form : Mobile E-mail Update & BSDA

DEMAT A/C. NO. 12070100 - \_\_\_\_\_

SCHEME- \_\_\_\_\_

We have been informed by you that our beneficiary account may be eligible for BSDA conversion as per rules of SEBI. However, after being informed of the charge Structure & Various other Considerations. I/We have to request you that I/We  do not want /  want to opt for BSDA Conversion / Selection for our beneficiary demate account with you.

### SCHEDULE OF CHARGES

SERVICES	FREE AMC REFUNDABLE DEPOSIT (5000/-) (D) <input type="checkbox"/>	ANNUAL AMC	BSDA(C) <input type="checkbox"/>
ANNUAL MAINTENANCE AMC (INDIVIDUAL)	NIL	350/- (EMAIL STMT) (B) <input type="checkbox"/> 400/- (PHYSICAL STMT) (A) <input type="checkbox"/>	NIL (HOLDING UPTO 4,00,000) 100/- (HOLDING 4,00,001 – 10 LAC)
AMC (CORPORATE)	NA	1000/- (APRIL-MARCH)	NA
DEMATE/REMATE	RS.100/-PER ISIN	RS.100/-PER ISIN	RS.100/-PER ISIN
TRANSFER OF SECURITY			
BUY/CREDIT	NIL	NIL	NIL
SALE/DEBIT TR TO CM HFPL TO OTHER TRANSFER	RS. 15/-ISIN RS. 30/-ISIN	RS. 15/-ISIN RS. 30/-ISIN	RS. 15/-ISIN RS. 30/-ISIN
PLEDGE/MARGIN PLEDGE	RS.50/-ISIN	RS.50/-ISIN	RS.50/-ISIN
FREEZE/UNFREEZE	RS.50/-ISIN	RS.50/-ISIN	RS.50/-ISIN
NEW DIS (LOST)	RS.100/-	RS.100/-	RS.100/-
COURIER CHARGES	RS.100/- PER REQUEST	RS.100/- PER REQUEST	RS.100/- PER REQUEST (INITIAL TWO STATEMENT FREE)
OTHER CHARGES	ANY EXTRA STATEMENT OF HOLDING / CLIENT MASTER WILL BE CHARGES RS.5/- PER PAGE + COURIER CHARGE		

### Conditions:

- Annual Maintenance Charge is applicable for the current financial year (April - March)
- All Charges mentioned above are inclusive of CDSL charges
- All charges will be taken in advance for the year.
- Charges once paid are non - refundable.
- We reserve the right to change / add charges with 30 days prior notice.
- Above mentioned charges are excluding of GST.
- All instruction for transfer must be received at least one day before the execution / pay-in date.
- Same day execution / late instructions will be accepted on "A best efforts basis" at the sole risk and responsibility of the depository account holder(s).
- We reserve the right to discontinue the depository services of demate account holder in case of debit balance of demate charges.
- Any Extra Statement of Holding / Transaction / Valuation report / Client Master will be charged Rs. 5/- per page + Courier charges if applicable
- Charges quoted above are for the services listed above, any service not quoted above will be charged separately.
- All Payment should be in Favour of "Hardik Fintrade Pvt. Ltd." In case of cash payment collect receipt for the same.

### Acceptance by Client

I / We accept above charges Structure

(Trading / Sole / First Holder)

(Second Holder)

(Third Holder) PAGE 18

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

## **✓ GENERAL CLAUSE**

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

## **✓ BENEFICIAL OWNER INFORMATION**

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

## **✓ FEES / CHARGES / TARIFF**

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

## **✓ DEMATERIALIZATION**

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

## **✓ SEPARATE ACCOUNTS**

9. The DP shall open separate accounts in the name of each of the beneficial owners and securities of each beneficial owner shall be segregated and shall not be mixed up with the securities of other beneficial owners and/or DP's own securities held in dematerialized form.

## **✓ GENERAL CLAUSE**

10. The DP shall not facilitate the Beneficial Owner to create or permit any pledge and /or hypothecation or any other interest or encumbrance over all or any of such securities submitted for dematerialization and/or held in demat account except in the form and manner prescribed in the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996 and Bye-Laws/Operating Instructions/Business Rules of the Depositories.

## **✓ TRANSFER OF SECURITIES**

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

## ✓ STATEMENT OF ACCOUNT

13. The DP shall provide statements of accounts to the beneficial owner in such form and manner and at such time as agreed with the Beneficial Owner and as specified by SEBI/depository in this regard.
14. However, if there is no transaction in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such BOs and shall resume sending the transaction statement as and when there is a transaction in the account.
15. The DP may provide the services of issuing the statement of demat accounts in an electronic mode if the Beneficial Owner so desires. The DP will furnish to the Beneficial Owner the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the DP does not have the facility of providing the statement of demat account in the electronic mode, then the Participant shall be obliged to forward the statement of demat accounts in physical form.
16. In case of Basic Services Demat Accounts, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time.

## ✓ MANNER OF CLOSURE OF DEMAT ACCOUNT

17. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever, provided the DP has given a notice in writing of not less than thirty days to the Beneficial Owner as well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.
18. Based on the instructions of the Beneficial Owner, the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of thirty days as per procedure specified from time to time by the depository. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the Beneficial Owner or the DP and shall continue to bind the parties to their satisfactory completion.

## ✓ DEFAULT IN PAYMENT OF CHARGES

19. In event of Beneficial Owner committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the DP to close the demat account of the Beneficial Owner, the DP may charge interest at a rate as specified by the Depository from time to time for the period of such default.
20. In case the Beneficial Owner has failed to make the payment of any of the amounts as provided in Clause 5&6 specified above, the DP after giving two days notice to the Beneficial Owner shall have the right to stop processing of instructions of the Beneficial Owner till such time he makes the payment along with interest, if any.

## ✓ LIABILITY OF THE DEPOSITORY

21. As per Section 16 of Depositories Act, 1996,
  1. Without prejudice to the provisions of any other law for the time being in force, any loss caused to the beneficial owner due to the negligence of the depository or the participant, the depository shall indemnify such beneficial owner.
  2. Where the loss due to the negligence of the participant under Clause (1) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

## ✓ FREEZING / DEFREEZING OF ACCOUNTS

22. The Beneficial Owner may exercise the right to freeze/defreeze his/her demat account maintained with the DP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.
23. The DP or the Depository shall have the right to freeze/defreeze the accounts of the Beneficial Owners on receipt of instructions received from any regulator or court or any statutory authority.

## ✓ REDRESSAL OF INVESTOR GRIEVANCE

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

## ✓ AUTHORIZED REPRESENTATIVE

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

## ✓ LAW AND JURISDICTION

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

## ANNEXURE - 4

### **RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS AND CLIENT as prescribed by SEBI and Stock Exchanges**

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



#### **CLIENT INFORMATION**

7. The client shall furnish all such details in full as are required by the stock broker in "Account Opening Form" with supporting details, made mandatory by stock exchanges / SEBI from time to time.
8. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the stock broker shall be non-mandatory, as per terms & conditions accepted by the client.
9. The client shall be immediately notify the stock broker in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter, including the information on winding up petition / insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide / update the financial information to the stock broker on a periodic basis.
10. The Stock broker and sub-broker shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person / authority except as required under any law / regulatory requirements. Provided however that the stock broker may so disclose information about his client to any person or authority with the express permission of the client.



#### **MARGINS**

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

12. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate / require.

## ✓ TRANSACTION AND SETTLEMENTS

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

## ✓ BROKERAGE

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

## ✓ LIQUIDATION AND CLOSE OUT OF POSITION

19. Without prejudice to the stock broker's other rights (including the right to refer to arbitration), the client understands that the stock broker shall be entitled to liquidate / close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities / obligations. Any and all losses and financial charges on account of such liquidation / closing-out shall be charged to and borne by the client.
20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominee, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds / securities in favor of a Nominee shall be valid discharge by the stock broker against the legal heir.
21. The stock broker shall bring to the notice of the relevant Exchange the information about default in payment / delivery and related aspect by a client. In case where defaulting client is a corporate entity / partnership / preparatory firm or any other artificial legal entity, then the name(s) of Director(s) / Promoter(s) / Partner(s) / Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

## ✓ DISPUTE RESOLUTION

22. The stock broker shall provide the client with the relevant details of the concerned Exchanges and SEBI.
23. The Stock broker shall co-operate in redressing grievances of the client in respect of all transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc.
24. The client and the stock broker shall refer any claims and / or disputes with respect to deposits, margin money, etc, to arbitration as per the Rules, Byelaws and Regulations of the Exchanges where the trade is executed and circulars / notices issued thereunder as may be in force from time to time.
25. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-a-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.
26. The client/stock-broker understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/stock-broker shall be binding on the client/stock-broker in accordance with the letter authorizing the said representative to deal on behalf of the said client/stock-broker.

## ✓ TERMINATION OF RELATIONSHIP

27. This relationship between the stock broker and the client shall be terminated; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate is cancelled by the Board.
28. The stock broker, sub-broker and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
29. In the event of demise /insolvency of the sub-broker or the cancellation of his/its registration with Board or/withdrawal of recognition of the sub-broker by the stock exchange and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the "Rights and Obligations" document(s) governing the stock-broker and client shall continue to be in force if is, unless the client intimates to the stock broker his/its to terminate their relationship by giving a notice in writing of not less than one month.

## ✓ ADDITIONAL RIGHTS AND OBLIGATIONS

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.

32. The stock broker shall issue a contract note to his constituents for trade executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed the relevant Exchange from time to time where the trade is executed.
34. The stock broker shall send a complete 'Statement of Account' of both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
35. The stock broker shall send daily margin statement to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
36. The Client shall ensure that it has the required legal capacity to and is authorized, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions. which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

#### **ELECTRONIC CONTRACT NOTES (ECN)**

37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attaches file shall also be secured with the digital signature, encrypted and non-tamperable.
39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.
40. The stock broker shall retain ECN and acknowledgment of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.

41. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.
42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.



## **LAW AND JURISDICTION**

43. In addition to the specific rights set out in this document, the stock broker, sub-broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulation of SEBI.
44. The provisions of this document shall always be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchanges, Where the trade is executed, that may be in force from time to time.
45. The stock broker and the client shall abide by any ward passed by the Arbitrator(s) under the Arbitration and conciliation Act, 1996. However, there is also a provision of appeal within the stock exchanges, if either party is not satisfied with the arbitration award.
46. Words and expressions which are used in this documents 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 Exchanger/SEBI.
47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/notices/circulars of Exchangers/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.
48. If the rights and obligation of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulation of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the right and obligations of the parties mentioned in this document.

**RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS**

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

Stock exchanges/SEBI does either singly or jointly and expressly nor impliedly guarantee nor make any representations concerning the completeness, the adequacy or accuracy of this disclousre document nor have Stock exchanges /SEBi endorsed or passed any merits of participating in the trading segements. 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 relationships into which you entering and the extent of your exposure to risk.

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

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

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

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

**1. BASIC RISKS :****1.1 Risk of Higher Volatility :**

Volatility refers to the dynamic changes in price that a security/derivatives contract undergoes when trading activity continues on the Stock Exchanges. Generally, higher the volatility of a security / derivatives contract, is its price swings. There may be normally greater volatility in thinly traded securities / derivatives contracts that 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 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, or may be executed with relatively greater price difference or may not be executed at all.

**1.2.1.** Buying or selling securities / derivatives contracts as part of a day trading strategy may also 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 stop loss order converts to a market/limit order is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security / derivatives contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

## **1.5 Risk of News Announcements :**

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

## **1.6 Risk of Rumors :**

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

## **1.7 System Risk :**

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

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

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

## **1.8 System / Network congestion :**

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

## **2. As far as derivatives segments are concerned, please not 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 whole margin amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

A. Futures trading involve daily settlement of all positions. Every day the open positions are market to market based on the closing level of the index / derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.

B. If you fail to deposit the additional amount the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.

C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

D. In order to maintain market stability, the following steps may be adopted. changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interest. In such conditions, you will be required to put up additional margins or reduce your positions.

E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

### **2.2 Currency specific risks :**

1. The profit or loss in transactions in foreign currency - denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.

3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things : changing supply-demand relationship; trade, fiscal, monetary, exchange control programs and policies of governments foreign political and economics events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

### **2.3 Risk of Option Holders :**

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

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

### **2.4 Risk of Option Writers :**

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risk of losing substantial amount.

2. The risk of being an option write 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 market or other markets. However, even where the write has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

3. Transaction that involve buying and writing multiple option 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. An 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 suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

## **3. TRADING THROUGH WIRELESS TECHNOLOGY / SMART ORDER 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 through to the notice of the client by the stock broker.

## **4. GENERAL**

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

**4.2.** The term 'stock broker' shall mean and include a stock broker, a broker or a stock broker, who has been admitted as such by the Exchanges and who holds a registration certificate from SEBI.

**GUIDANCE NOTE - DO'S AND DON'TS FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS****✓ BEFORE YOU BEGIN TO TRADE**

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

**✓ TRANSACTION AND SETTLEMENTS**

8. The Stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing, You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank / demat account such money or securities and from which bank / demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions.
  - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
  - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While setting the account, the stock broker shall send to you 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts / deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
  - c) On the date of settlement, the stock broker may retain the requisite securities towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges, In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.

- d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds / securities or statement, as the case may be. In case of dispute, refer the matter in writing to the investors Grievance cell of the relevant Stock exchanges without delay.
14. In case you have not opted for maintaining running account and pay-out of funds / securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance cell of the relevant Stock exchange.
15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts / details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

#### **IN CASE OF TERMINATION OF TRADING MEMBERSHIP**

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

#### **DISPUTES / COMPLAINTS**

18. Please note that the details of the arbitration proceeding, penal action against the brokers and investor complaints against the stock brokers are displayed on the website of the relevant Stock exchange.
19. In case your issue / problem / grievance is not being sorted out by concerned stock broker / sub-broker then you may take up the matter with the concerned Stock exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.
20. Note that all the stock broker / sub-broker 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.

## MANDATORY DOCUMENT

### Policies and Procedures in addition to Mandatory Documents

Mandatory document dealing with policies and procedures Pursuant to SEBI's Circular MIRSD/SE/ Cir-19/2009 dated December 3, 2009

(Ref.: SEBI circular no. MIRSD / SE / Cir-19/2009 dated December 3, 2009

**Subject : Dealings between a client and a stock broker (trading members included)**

SEBI vide circular no. MIRSD / SE / Cir-19/2009 dated December 3, 2009 required the stock broker (including trading members) to frame a mandatory document dealing with policies and procedures for each of the following.

- A. refusal of Orders for penny stocks.
- B. Setting up client's exposure limits.
- C. applicable brokerage rate.
- D. imposition of penalty / delayed payment charges by either party, specifying the rate and the period (This must not result in funding by the broker in contravention of the applicable laws)
- E. the right to sell client's securities or close client's position, without giving notice to the client, on account of non-payment of client's dues (This shall be limited to the extent of settlement / margin obligation)
- F. shortages in obligation arising out of internal netting of trades.
- G. conditions under which a client may be allowed to take further position or the broker may close the existing position of a client.
- H. temporarily suspending or closing a client's account at the client's request, and
- I. deregistering a client.

In order to comply with the above requirement, the following policies and procedures are prescribed by Hardik Fintrade Pvt. Ltd. (Herein referred as HFPL or the Company) and shall be subject to any change from time to time in future and would be applicable to sub brokers, authorized persons and all clients of the company.

#### **A. Refusal of order for Penny stocks.**

HFPL shall have the absolute discretion to accept, refuse or partially accept any buy or sell order for execution from a client in respect of penny stocks, illiquid stocks, stocks having low liquidity, illiquid "options", far month "options", writing of "options", stock in S, Z and B category and any other contracts which as per the perception of HFPL are extremely volatile or subject to Market manipulation.

HFPL may permit restrictive acceptance of orders in such scrips / contracts in controlled environments like orders receive from clients being forwarded by branches to a centralized desk at HO instead of allowing trading in such scrips / contracts at branch level or through Online trading platform. HFPL shall not be responsible for delay in execution of such orders and consequential opportunity loss or financial loss to the client.

HFPL may cancel orders in such scrips received from clients before execution or after partial execution without assigning any reasons thereof. HFPL may take appropriate declarations from the clients before accepting such orders.

HFPL shall have the prerogative to place such restrictions. notwithstanding the fact that the client has adequate credit balance or margin available in his account and / or the client had previously purchased or sold such securities / contracts through HFPL itself.

#### **B. Setting up client's exposure limits,**

**Purchase Limit :** HFPL may provide a exposure limit for intraday and delivery based purchases by a client which would be on real time basis of the clear ledger balance in the account of the client plus value of paid up collaterals computed after appropriate haircut. The value of the "haircut" shall be decided by HFPL based on market volatility and quality of collaterals.

**Sell Limit :** HFPL may provide a sell limit to the client equivalent to the value of securities held by the client in his POA enabled Demat Account plus the collateral held by HFPL on behalf of the client in its Beneficiary and Margin Pool account after making appropriate adjustments for the unsettled delivery positions of the client.

**Exposure for F&O :** HFPL may provide exposure for F&O based on availability of initial margin (SPAN + Exposure) in the form of cash and approved securities (with appropriate hair cut).

## **MANDATORY DOCUMENT**

**Client-wise differential Limits :** HFPL shall have the prerogative to allow differential purchase limits and sell limits varying from client to client, depending upon credit worthiness, integrity and past conduct of each client.

### **C. Applicable brokerage rate.**

Brokerage shall be applied as per the rates agreed upon with the client in the KYC at the time of registration of the client subsequently a written agreement between the client, sub brokers / authorized persons and HFPL. The rate of Brokerage shall not exceed the maximum brokerage permissible under Exchange bye-laws, HFPL shall charge the brokerage at the rates as may be prescribed from time to time and brokerage shall be shared with the sub brokers / authorized persons in such ratios as may be decided by HFPL.

The slab rates of brokerage fixed by registered sub brokers / authorized persons of HFPL are function of the quality and cost of services provided to the client and the volume and revenue expected from an account. It can be reviewed from time to time and may be increased with prospective effect at a notice of 30 days sent to the E-mail address or postal address of the client registered with HFPL.

The brokerage shall however be exclusive of the following.

- \* DP Annual maintenance charges.
- \* DP transaction charges / Pledge / Re-pledge / Demat / Remat charges.
- \* DP inter settlement charges.
- \* Account opening charges.
- \* Delayed payment charges.
- \* Penalties levied by Exchange.
- \* Research advisory charges.
- \* Courier charges.
- \* Bank charges towards the cheques received unpaid.
- \* DP, Bank and other processing charges towards periodic settlement of Funds / Securities on periodic basis.
- \* Statutory charges payable to Exchange / SEBI / Govt. Authorities etc.,
- \* SEBI / Exchange / Clearing Member Turnover charges.
- \* Other out of pocket and service related charges.

### **D. Imposition of penalty / delayed payment charges by either party, specifying rate and the period (This must not result in funding by the broker in contravention of the applicable laws),**

#### **Delayed payment charges / charges on Exposure against collaterals :**

Pursuant to Exchange Bye-laws, the Member broker is currently required to make pay-in of funds to the Exchange by T+2 morning and arrange delivery of securities to the Exchange latest by T+2 morning Further Member broker is also required to maintain adequate upfront margins with the Exchange to avail exposure for trading. The Exchanges have also defined the ratios in which the cash and collaterals are to be deposited and maintained by the Member broker. In addition the Exchange requires the member broker to deposit some of the margins like MTM, in Cash only.

In order to manage its working capital, HFPL required fullest cooperation of the clients in meeting their respective obligation towards pay-in and margins.

HFPL may therefore charge a delayed payment penalty, on monthly basis on account of delays / failure by the client in meeting the pay-in obligations on the scheduled date and also where the clients take exposure in F&O segment by depositing collaterals in a ratio which is disproportionate of the Cash versus collaterals ratios prescribed by the Exchanges. while levying delayed payment charges on the debit balance in the running account of a client, HFPL may not consider any credit balance in the other family or group account of the client.

#### **Penalties levied by Exchanges :**

Further Exchanges levy various penalties on the member brokers on auction resulting from short deliveries, non adherence to client-wise exposure limits, client-wise shortfall in F&O Margin and for other reasons which may be defined by the Exchange from time to time, HFPL shall pass on any penalty imposed by the Exchange / SEBI and or any other regulatory authority to the client, which arises on account of the client.

## **MANDATORY DOCUMENT**

### **Internet Free Deposits :**

HFPL provides exposure against the upfront margin received in the form of cash / collateral from the client and the client also has the prerogative to demand withdrawal of cash and collaterals at his discretion, HFPL shall not pay any interest or other benefit to the client for maintaining cash balances or depositing collateral margins with HFPL.

### **E. The right to sell clients' securities or close clients' positions, without giving notice to the client, on account of non-payment of client's dues (This shall be limited to the extent of settlement / margin obligation),**

HFPL through its sub brokers / authorized persons shall have right to sell clients securities , both unpaid securities as well as collaterals deposited towards margins, or close out client's open positions, without giving notice to the client where there is a delay / failure of the client to meet the pay-in obligations and / or there is a failure of the client to bring additional margins to cover the increase in risk in the dynamic market conditions.

#### **a. Unpaid Securities in Capital Market :**

- i. In case of unpaid obligation on T+3, HFPL may sell the unpaid / partially paid securities, In addition HFPL may through its sub brokers / authorized persons sell the collaterals deposited by the client towards margins and / or paid securities purchased by the client in earlier settlements where the sale of proceeds of unpaid securities are inadequate to cover the pay-in obligations and / where the unpaid securities appear to be comparatively illiquid and cannot be sold at reasonable rates to the extent required.
- ii. HFPL may follow the LIFO method for liquidation of securities but it may not be binding on it to follow this method in all cases.

#### **b. Margin shortfall in F&O :**

- i. Positions of the client may be closed out to the extent of margin shortfall on the T+1 basis.
- ii. While computing margin shortfall, value of unapproved securities shall not be considered.
- iii. As per the current exchange requirements, the Member Broker is required to maintain 50:50 ratio between cash and collaterals margin deposited with the Exchange. HFPL shall therefore have the prerogative to insist for at least 50% of margin in cash and may not consider the value of securities over and above the cash component for the purpose of calculating margins shortfall and close the F&O position where it finds the deviation. However, Sales made in capital market segment are not considered while closing F&O positions on T+1 basis to margin shortfall.

#### **c. Intra-day Positions :**

HFPL shall have right to close out any intra-day positions taken by the client after a **defined "Cut-off" time (presently 20 minutes before close of market)**

#### **d. General :**

- i. While selling the securities / closing the clients positions, HFPL may take into account the sales made by the client, positions closed by the client or collections received from the client till a cut-off time (**Presently 12.45 pm**),
- ii. While selling the securities / closing the clients positions, HFPL may not take into consideration cheques / Bank drafts / Pay orders deposited by the client with HFPL, until clear proceeds of such instruments are received by HFPL in its bank account.
- iii. HFPL shall have the right to sell client's securities or close out client's open positions but it shall not be under any obligations to undertake this exercise compulsorily. HFPL shall therefore not be under any obligation to compensate / or provide reasons of any delay or omission on its part to sell client's securities or close open positions of the client.

### **F. Shortages in obligations arising out of internal netting of trades,**

HFPL shall have the right to adopt a policy of its choice for internal auctions arising out of internal netting of trades and charge to defaulter seller and compensate the impacted purchaser as per the policy. The current procedure for internal auction may be amended from time to time with prospective effect.

## MANDATORY DOCUMENT

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

#### a. All Markets :

Where client is not having adequate margins as per conditions defined in Risk Management Policy and (B) above.

#### b. Capital Market

- i. Where the client has not able to meet his pay-in obligation in cash by the schedule date of pay-in irrespective of the value of collaterals available with HFPL.
- ii. Clear proceeds of the cheque deposited by the client to meet the pay-in obligations has not yet been received by HFPL.
- iii. Client is trading in "illiquid" scrips and volumes in his account exceed internal cut off limit fixed by HFPL.
- iv. HFPL exposure at "house level" in a specific scrip / contract exceeds the internal limits fixed by HFPL.

#### c. F&O

- i. Where the client has not met Mark to Market loss in cash
- ii. Where the "open" positions in a contract exceed or are close to market wide cut-off limits
- iii. Where the client's positions is close to client-wise permissible "open" positions

#### d. INTRA-DAY

Clients will not be able to place intra-day orders after a cut-off time fixed by HFPL (Presently 20 minutes prior close of market)

**Event Based :** Where based on happening of an event, HFPL has the risk perception that further trading in the securities / contracts may not be in the interest of its clients and/or the market.

### H. Temporarily suspending or closing a client's account at the client's request

HFPL may carry a periodic review of the client account and may suspend the accounts from trading in the following circumstances.

- Where the client is inactive for more than 3 months
- Where the client has not cleared debits which are more than 10 days' old.
- Where the account is under investigation by any regulatory body.
- Based on the recommendations made by the Sub broker / authorized person due to excessive speculation un-cleared balances.
- Physical contract notes are received back. undelivered due to reasons like "no such person", "addressee" left, refusal to accept mails. POD's signed by the third persons, signature mismatch on POD's or other reasons which may create suspicious, after "closeout" of the open positions.
- DCN failed (Bounced email) on more than 3 instances until client submits and registers new email id.
- Non delivery of the Statement of Account sent on periodic basis.
- Non updation of communications details viz., email id, Mobile no., Land line details or it is found to be belonging to a third person.
- Client lodges a complaint either directly with HFPL or through Exchange relating to alleged unauthorized Trades being executed in his account.
- On notices received from statutory, Government or Local Authorities and Income Tax, Service Tax, a Judicial or a Quasi Judicial authority, etc.
- Where a client is reported to or known to have expired.

HFPL may also suspend the account based on the written request received from the client.

### I. Deregistering a client.

HFPL may de-register the client account based on action taken by SEBI/NSE/BSE or being part of list of debarred entities published by SEBI.

- HFPL may also initiate action for deregistering a client on basis of information found in sites of SEBI watch out investors, world check or client having suspicious back ground, link with suspicious organization, etc.
- HFPL shall have right to close out the existing positions; sell the collaterals to recover its dues, if any before de-registering the client.
- HFPL may freeze the assets of the client where it deems prudent, at time of deregistering a client.
- HFPL shall have the right to deregister a client after serving a 30 days written notice without assigning any reason thereof.

## **MANDATORY DOCUMENT**

### **J. Policy regarding treatment of inactive accounts**

Hardik Fintrade pvt. Ltd. prescribes the following policy regarding treatment of inactive accounts which inter-alia, covers aspects of time period, return of client assets and procedure for reactivation of the same. This policy is displayed on the web site, [www.hardikgroup.com](http://www.hardikgroup.com) and shall be subject to any change from time to time in future and would be applicable to sub brokers, authorized persons and all clients of the company.

If there is no transaction by the client in its trading account opened and maintained with HFPL, for a period of one year and more, Such account may be classified as 'inactive' in the HFPL systems. It may be noted that system generated debits (like charges, debit interest etc) are considered as 'transaction' for classifying an account as active or inactive.

As a result of the client account being classified as 'inactive' the Client may not be able to operate his account through our sub brokers / authorized persons during the time that it remains 'inactive' on our systems.

To avoid this scenario, the Client should effect a transaction from his account by dealing in the market through HFPL sub broker / authorized person, at least once a year so that your account remains active at all times.

If the client account goes into the 'inactive' state, Client needs to follow the below-mentioned procedure to reactivate it.

#### **Procedure for reactivation - If the account has been 'inactive' for less than Two years**

If the client account has become inactive, as elucidated above, but it has been less than two years since the last transaction, the client can reactivate his account through any one of the following options.

1. In case the client has other accounts which are active (with 'Either or Survivor' mandate in case of joint accounts), the client can send the HFPL a secure message through his sub broker / authorized person, to execute the transaction for selling or buying the securities through his account.
2. NRI customers can also submit a written request by a mail/courier through his sub broker / authorized person, to execute the transaction for sale or buy the securities.

#### **Procedure for reactivation - If the account has been 'inactive' for more than TWO years**

If the client account has become inactive as elucidated above and it has been more than two years since the last transaction, the client is required to provide the following to reactivate his account :

1. A letter for activation of the account signed by each Account holder.
2. A proof of photo identification such as Passport, Driving Licence, etc. each account holder, Passport is the only form of identification proof acceptable for Non Resident Customers.
3. Update details as per KYC norms.

All account holders (including joint account holders) would need to visit in person or any branch to submit these documents. The sub broker / authorized person shall require to certify the above documents. NRI customers would also be able to mail / courier the above documents through sub brokers / authorized person.

Charges as per HFPL tariff, if any shall be levied for all accounts where no transaction has been performed for more than two years.

Clients Acceptance of Policies and Procedures Stated herein above.

I/We have fully understood the policies and procedures stated herein above and do hereby sign the same and agree as to the validity, enforceability and applicability of any provisions / clauses mentioned in this documents. These policies and producers may be amended / changes by the Member providing the changes is informed to me / us through any means by providing notices as may be duly stipulated by the regulator from time to time. The policies and procedures as stated hereinabove shall be deemed to from an integral part have been incorporated in the agreement by reference and the client hereby agrees to accept and be bound by the provisions of the same. Accordingly the policies and procedures envisaged hereinabove shall be governed by the detailed terms and conditions of the agreement.

In addition to the above, the parties hereby agree to the below mentioned :

1. **Authorisation for Debit:** Without prejudice to any other clause of this agreement and/or the general terms and conditions, the client understands and agrees that the Stock Broker may charge additional financial charges according to the rules, bye-laws and regulations of the relevant exchange and usual custom of the market for any extra services rendered by the Stock Broker and as required by the client, or for such extra reasonable costs, including legal fees, incurred by the Stock Broker for collecting the dues payable by the client to Stock Broker, an exchange, clearing corporation/clearing house, any agent or sub-broker of the Stock Broker and/or any other individual, partnership, corporation, company, Organisation, association, trust or other entity acting for or on behalf of the Stock Broker.
  2. In case where the payment by the client towards margin is made through cheque/ pay order / demand draft issued In favour of Stock Broker, any trades would be executed by the Stock Broker only upon the realization of the funds of the said cheque / pay order / demand draft, or at the discretion of the Stock Broker
  3. The client hereby unconditionally, absolutely, and irrevocable undertakes to pay immediately any amount due and payable under this agreement on being called upon to do so, merely on a demand in writing or otherwise from the Stock Broker stating that the amount has become due and any such demand made on the client shall be conclusive as regards the amount due and payable by the client.
  4. **Lien:** All the securities and/or properties placed with the Stock Broker shall be subject to a lien for the discharge of any and all indebtedness or any other obligation that the client may have to Stock Broker. All of the client's securities and/or other property shall be held by the Stock Broker as security for payment of any such obligation or indebtedness to Stock Broker. In enforcing its lien, Stock Broker at its sole discretion may determine which securities and/or other properties are to be sold or which contracts are to be enforced.
  5. The Client agrees & authorises the Stock Broker to instruct the concerned Depository Participant to block any security sold from the designated security account against his order or the order of his power of attorney holder to sell securities. If their order gets executed either fully or partially then the securities sold would be transferred to the Stock Brokers Account. The Client further agrees and confirms that the Client will not pledge or otherwise any security that has been blocked by the concerned Depository Participant on the instructions of the Stock Broker, the Client or by its power of attorney holder at any time, and the Client authorizes the Stock Broker to instruct the concerned Depository Participant on Client's behalf to dishonour any such instructions.
  6. **SHORTAGES:** In case of purchase of securities by the Client, at times the Stock Broker may be unable to deliver the securities to the said purchaser on the pay out day due to non receipt of the securities from the stock exchange(s) or in case of non receipt of the said securities from another Client of the Stock Broker who has sold the securities against the said purchases transaction in cases of short delivery from the exchange, the securities shall be delivered to the purchaser on the deliveries received from the exchange and in cases of show delivery due to non receipt of the said securities from another Client of the Stock Broker, the securities shall be delivered to the purchaser as per the policy of the stock broker or may be closed out at the rate as worked out in clause no. 34 of the agreement or such other terms or rate as amended from time to time.
  7. **Auction or close out incase of Market Shortage :** If the securities are not received on or before settlement date or the securities received are not in deliverable state or due to any reason whatsoever, client is not able to deliver securities and position is deliverable in market the securities will be auctioned or closed out as per the rules of the concerned exchange. Consequently, client will be responsible for any resulting losses and all associated cost including penalty levied by the exchange.
  8. **Close out in case of Internal –Shortage :** The Client hereby agrees that if he/she/it has short delivered any securities against his/her/its pay-in obligation which resulted into internal shortage i.e. buy position of another client of the Stock Broker and could not be auctioned in the market then close out price will be 10% above the closing price on auction day or such other % as may be revised by the Stock Broker from time to time.
  9. **Pay out of securities/fund :** In order to facilitate operations, the Client authorises the Stock Broker to maintain a running account with the Stock Broker, instead of settlement to settlement clearance of funds/ securities due to Client. The pay out of funds/securities may be retained by the Stock Broker and no interest shall be payable by the Stock broker on such securities/funds so retained. The Client authorises the Stock Broker to transfer the securities so retained by the Stock Broker in any settlement or inter-settlement towards the pay-in obligation of the Client against future sale. The Client also authorises
- the Stock Broker to consider the funds/securities so retained by the Stock Broker towards collateral margin for allowing enhanced gross exposure to the client, The Client agrees that the Stock Broker shall not be liable for any claim for loss of profit, or for any consequential, incidental, special or exemplary damages, caused by retention of such securities/funds under this agreement or otherwise. On written request of the Client the Stock Broker may release funds/Securities to him, if sufficient margins in respect of his trading, across the stock exchange and across the segments of the stock exchanges are available with the Stock Broker.
10. **Delayed Payment :** Notwithstanding anything contained in these presents and without prejudice to margin funding guidelines issued by SEBI, any amounts which are overdue from a Client Toward, trading either in the Cash segment, Derivative Segment or on account of any other reason to the Stock Brokers or to any of the Stock Brokers group or associate companies, may be charged delayed payment charges at the rate of 1.5% per month or part there of or such other rate as may be determined by the Stock Broker. The Client hereby authorises the Stock Broker to directly debit the same to the account of the Client at the end of each month/such other interval as may be decided by the Stock Broker. The Client also agrees that any amount overdue from him/her/it (including the interest on delayed payment) shall be offset against the dues owed by the Stock Broker to the Client.
  11. **Authorisation of Inter segment/Inter Company ledger Account balance transfer :** The Client hereby authorises the Stock Broker to transfer his/her/its debit/credit ledger account balance arising during the course of business in his/her/its account to his/her/its account in any of the segment of the Stock Broker or the Stock Broker's group company Cash/Derivatives segment, as often as may be required. The transfers may be completed by passing journal entries in the books of the Stock Broker. The Client can ascertain such transfers based on review of ledger account copies provided by the Stock Broker.
  12. **Acting as a Sub-Broker :** The Client agrees that he will not act as a sub-broker without prior written permission of the Stock Broker, the stock exchange and without obtaining certificate of Registration from Securities and Exchange Board of India (SEBI).
  13. **Restriction On / Regulation On Dealings :** The parties hereto shall mutually decide, from time to time, the volume of business which the Clients may transact during any trading day on any Exchange. Notwithstanding such an agreement/arrangement between the parties the Stock Broker shall have absolute discretion to educe the volume of business of the Client or restrict
    - I) the volatility in the market.
    - II) in view of impending price sensitive announcements:
    - III) any restrictions in relation to volume of trading/outstanding business or margins stipulated by any Exchange.
    - IV) political instability in the country;
    - V) presence of any other price sensitive factors;
    - VI) failure by the Client to maintain the applicable collateral/margin, and/or delays by the Client in meeting its obligations/dues relating to the business/ dealings done under this Agreement or pursuant to any other agreement between the Client and the Stock Broker, including but not limited to the general terms and conditions.
  14. The client agrees to download his account statement from the Stock Broker back office web site [www.hardikgroup.com](http://www.hardikgroup.com) or any other web site which the Stock Broker will have and want the client to use. Any discrepancy in the account statement shall be brought to notice of the Stock Broker within one week from the end of each quarter, failing which the account statement appearing in the books of the Stock Broker shall be deemed to be correct and accepted by the client. In case such information is not available on the web site for a technical reason, the client takes the responsibility of calling the Stock Broker and getting the information. Further, the Stock Broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
  15. The client agrees that each participating Exchange or association or agency that supplies any data to be displayed on the website asserts a proprietary interest in all of the market data if furnishes to parties that disseminate the said data. Neither the Stock Broker nor any agency or any supplier of market data guarantees the timeliness, sequence, accuracy, completeness, reliability or content or market information, or message disseminated to or by the party. The services of Stock Broker are provided on an "as available" basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose.
  16. Neither the Stock Broker nor any other party disseminating any data/ message/information through the Website shall be liable for any inaccuracy, error, omission or delay in the transmission or delivery of:

- (1) Any such data, information or message, or
- (2) Any loss or damage arising from or occasioned by
  - (i) Any such in accuracy, error, delay or omission,
  - (ii) Non-performance, or
  - (iii) Interruption in any such data, information or message, due to either any act or omission by the Stock Broker or any disseminating party or to any "force majeure" (e.g flood extra ordinary weather condition, earthquake or other act of nature fire, war, insurrection, riot, labour dispute, accident, action of government, communications power failure equipment or software malfunction) or any other cause beyond the reasonable control of the Stock Broker or any disseminating party.
17. The Client acknowledges that the Stock Broker shall neither be under any obligation to provide the Client with any tax, legal, accounting investment advice or advice regarding the suitability or profitability of investment of any kind, nor do the Stock Broker give any advice or give any opinion with respect to the nature, potential value or suitability of any particular transaction or investment strategy. The client acknowledge that the employees of the Stock Broker or the Stock Broker himself are not authorised to give out any advice and the clients shall at all times be responsible and liable for his own actions/inaction. The client may be able to access investment research reports through the internet from the website, including computerised online service or physical copy. The availability of such information does not constitute a recommendation to buy or sell any of the investment products. Any investment decision will be based solely on the clients own evaluation of financial circumstances and investment objective. Any real-time quotes provided are only for the clients own use and the client shall not furnish such data to any other person or entity.
18. The client is authorised to use materials which are made available by the Stock Broker, or of other third parties at the Stock Broker's website for client's own needs only in accordance with the terms and conditions specified for such usage, and client is not authorised to resell access to any such materials or to make copies of any such materials for sale or use by others. Client will not delete copyright or other intellectual property rights notices from print outs of electronically accessed materials.
19. The Client shall, at all times, be responsible for the Investment decisions and/or orders placed or applications preferred by the Client either electronically or otherwise. The Client shall neither hold nor seek to hold the Stock Broker or any of its Directors, officers employees, agents or affiliates, liable for any loss including but not limited to the trading losses incurred by the Client. The Client understands that the placing of the order with the Stock Broker electronically or otherwise does not guarantee execution of the said order or the acceptance of the application. Though orders will generally be routed to the exchange's computer systems within a few seconds from the time the order is placed by the Client to the Stock Brokers trading system, the Stock Broker shall not be liable for any delay in the execution of any order or any resultant loss on account of that delay. The Stock Broker shall not be deemed to have received any order electronically or application unless it has confirmed the same.
20. In case of a market order the Client agrees that he/she/it will receive the price at which the order has been executed by the exchanges computer systems and such price may be different from the price at which the security is trading when his/her/its order is entered into the Stock Brokers trading system.
21. The client hereby agrees that Stock Broker or the exchanges shall not be liable for non-execution of any order caused due to suspension, interruption, non-availability or malfunctioning of the online as well as offline trading service or the exchange system or services for any reasons whatsoever.
22. The client is aware that Stock Broker may tape record the conversation between the client /client's representative and the Stock Broker, either directly or over the telephone, and hereby specifically permits the Stock Broker to do so. Such recording may be relied upon by the Stock Broker as valid evidence as and when required.
23. The Stock Broker may, however, assign their rights and obligations to any third person without the prior consent of the client.
24. A copy of this agreement is being provided to the Client at the time of execution of this agreement and the Client acknowledges the receipt of the same Further, in case the Client misplaces the copy provided to him/her/it, he/she/it can put a written request for additional copy at his/her/its cost.
25. This agreement can be altered, amended and / or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the parties here to are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchange. Such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.
26. The Stock Broker discloses here with that it undertakes proprietary trading in addition to client business.
- 27. SEVERANCE** : In case any one or more of the provisions contained in this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired there to.
- 28. WAIVER** : No forbearance, relaxation or inaction by any party at any time me to require the performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing
- 29. NOTICES** : All notices or communications issued under this agreement shall be served in any one or more or all of the following ways and such notice or communication under (i) to (xii) below shall be saved at the ordinary business address and/or ordinary place of residence and / or last known address of the client in any one or more of the following ways.
  - i) by post
  - ii) by registered post,
  - iii) under certificate of posting,
  - iv) by express delivery post,
  - v) by telegram,
  - vi) by affixing it on the door at the last known business or residential address
  - vii) by oral communication to the party or on the last known telephone number or on the recording machine of such number
  - viii) by advertising it in at least one prominent daily newspaper having circulation in the area where the last known business or residential address of the client is situated
  - ix) by sending a message through trading system
  - x) by notice posted on the notice board of the Exchange if no address be known
  - xi) by electronic mail or fax
  - xii) by hand delivery
30. **Clauses for Electronic Contract Note** : The Client has permitted the Stock Broker to provide the Electronic Contract Notes (ECN) authenticated by means of digital signature in substitute of the Physical Contract Note/ statement of A/c's etc through Internet. However the Stock Broker may at its discretion; continue to issue contract notes in Physical format Instead of ECN with or without levying charges for the same Now therefore in consideration of the Stock Broker having agreed to provide the ECN/ Statement of A/c's etc. through Internet, both the parties to the agreement hereby agree to the following terms:
  1. The Client shall provide his/her/its registered E-mail ID for delivery of contract notes/Statement of Account etc. In case client does not provide or posses an E-mail ID he agrees that he will access the website of the Stock Broker [www.hardikgroup.com](http://www.hardikgroup.com) or any other designated location (specified by the Stock Broker from time to time). The ECN will be deemed to be delivered at the designated location where client can log into the internal site using his/her/its username and password. Once the ECN have been delivered at the designated location viz. the internet site the client accepts the same as delivery of the contract note.
  2. The Client shall access the contract notes/trade confirmation of the trades executed on their behalf on the trade date electronically through e-mail or website or such other means / mode as may be provided by the Stock Broker from time to time. The Client understands that it is their responsibility to review all confirmations contract notes, statements, notices and other communications including but not limited to margin and maintenance calls All information contained therein shall be binding on the Client, if Client does not object, either in writing or via electronic mail within 24 hours after any such documents are available to the Client. Further, the ECN will be available for such time as specified from time to time at the designated location. The client will be required to save/ print/ download the contract note for archiving.
  3. Should the Client experience any difficulty opening a document electronically delivered by the Stock Broker, the Stock Broker may make the required delivery by any other electronic means (email, electronic mail attachment, or in the form of an available download from the back office website) or in paper based format. Failure to advise the Stock Broker of such difficulty within forty eight hours after delivery shall serve as an affirmation that Client was able to receive and open the said document.
  4. That in case when the Stock Broker is not able to provide Contract Notes to its Client's through Internet due to any unforeseen problem, the Stock Broker should ensure that the contract note reaches the Client in physical form as per the time schedule stipulated in Bye laws Rules and Regulations of the stock exchange

5. The Client shall take all the necessary steps to ensure confidentiality and secrecy of the login name & password. Unless the Client lodges a complaint with the Stock Broker as to his inability to access the system, it would be presumed that contract notes and all other documents have been properly delivered.
6. The Stock Broker and the client hereby agrees to abide by the amendment in ECN from time to time if required, for complying with any statute, regulation or with the requirements of any competent authority.
7. The Client agrees that the Stock Broker fulfils its legal obligation to deliver to Client any such document if sent via electronic delivery.  
The above terms and conditions are in addition to and not in contravention of the terms and condition forming a part of the "Stock Broker Client agreement" (Cash or Derivatives or both) signed by the Client.

#### Clauses for Internet Trading

31. The client shall be entitled to invest in these products which are introduced on the stock broker website **www.hardikgroup.com**. The transactions shall be executed in accordance with the bye laws rules and regulations governing the specific investment product. The Stock Broker may from time to time vary the limits on the orders and the terms and conditions the client may place, including the exposure limits, turnover limits, limits as to numbers etc. The client agrees that the Stock Broker shall not be responsible for any variation reduction that may be deemed necessary by the Stock Broker based on the risk perception and other relevant factors.
32. The Stock Broker shall cause to be displayed the terms and conditions governing the purchase/sale or any other transaction in any of the investment products introduced by it. Provided that the Stock Broker shall be entitled to modify the said terms and conditions and such a change shall be displayed on **www.hardikgroup.com** so as to intimate the client. The continued use of the terms and conditions shall be an acceptance of the modify/alterd terms and conditions.
33. The Stock Broker may its discretion send any document that is obligatory to be sent to the client by means of electronic communication with the possible exception of insertions of graphics insertions like photographs or logotypes. This electronic communication may be in the form of an email or an email attachment or in the form of a download available on the website. Every document so sent shall contain such information as mandated by the concerned statutory/regulatory authority. The Stock Broker would be deemed to have fulfilled the legal obligation to deliver to the client if sent in the electronic mode. The client shall download the said document promptly on intimation of the notice Provided on the request made by the client, the Stock Broker shall at its discretion deliver in physical form also in case of any difficulty experienced by the clients.
34. **Password :**  
The CLIENT is aware that authentication technologies and strict security measures are required for the Internet trading through order routed system and undertakes to ensure that he/she/it must:
  - i) Keep the password totally confidential and not reveal it to any third party
  - ii) Choose a password that must contain a mix of alphabets, numbers and special characters which must not be readily accessible personal data or guessable combination of letters, numbers.
  - iii) Commit the password to memory and not to record any written or electronic form,
  - iv) Not let any unauthorized person have access to their computers or leave the computer unattended while accessing the Electronic payment gateway for net banking
  - v) In case the client forgets the password for that account with the Stock Broker, it/he/she can request for change of the password
  - vi) Change the password assigned by the Stock Broker on accessing the EPG for net-banking for the firsttime.
  - vii) As a measure of safety to change the password as frequently thereafter as possible.
  - viii) In the case of any specific request for no collecting the password the password shall be
  - x) sent to the client by courier at his/her/its own risk and consequences to the address modified by them for correspondence.  
The Stock Broker shall not be liable if the password falls In the hands of any unauthorized person.
35. The client accepts full responsibility for the monitoring and safeguarding of the Client's accounts. The Client shall immediately notify STOCK BROKER in writing, delivered via e-mail and Registered AD:
  - a. If the Client becomes aware of any loss, theft or unauthorised use of the passwords or digital signatures, as the case may be and account number: or
  - b. If the Client discovers a security flaw in the Stock Brokers trading system or any of the aforasald factors, the client shall immediately change his password, However, if the Client is unable to change his password by reason of his forgetting his password or his password having been unauthorisedly changed by some other person or for any other reson then the Client shall immediately request the Stock Broker in writing to discontinue his old password; and there upon the Stock Broker shall cause the Stock Brokers trading system to discontinue the old password and the Stock Brokers trading system shall generate a new password for the client. At no point in time shall the Stock Broker be liable or responsible, whether notional or actual, that may be offered by the client on account of the misuse of the password.
  - c. Any failure by the Client to receive a message from the Stock Broker indicating that an order or application was received and executed; or any failure by the Client to receive an accurate confirmation of an execution; or
  - d. Any receipt by the Client of confirmation of an order and/or execution which the Client has not placed; or
  - e. Any inaccurate information in the account balance, Investment Products positions, or transaction history.
36. If the Client fails to notify the Stock broker immediately upon the Client's knowledge when any of the above conditions occur, neither the Stock Broker nor any of its officers, directors, employees, agents, affiliates or subsidiaries can or will have any responsibility or liability to the Client or to any other person whose claim may arise through the Client for any claims including but not limited to claims arising with respect to the handling, mishandling or loss or any order. Under no circumstances, including negligence, shall the Stock Broker or any one involved in creating, producing delivering or managing the Stock Broker's services be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the service, or out of any breach of any warranty.
37. The use end storage of any information including, without limitation, the passwords or digital signatures, as the case may be portfolio information, trasactiona activity, account balances and any other information or orders available on the Client's personal computer is at the Client's own risk and is the Client's sole responsibility. Client is responsible for providing and maintaining the communications equipment (including personal computers and modems) and telephone or alternative services required for accessing and using the website or related services, and for all communications service fees and charges incurred by the Client in accessing the website or related Services.
38. The Client acknowledges that he is fully aware of the risks involved in online trading activities, including the risk involved due to unauthorised access or any technical difficulties. Client specifically agrees to hold the Stock Broker harmless from any and all claims, and agrees that the Stock Broker shall not be liable for any loss, actual or perceived, caused directly or indirectly by government. restriction Exchange or market regulation, suspension of trading, war strike, equipment failure, communication line failure, system failure, security failure on the internet, unauthorised access, theft or any problem, technological or otherwise, or other condition beyond the control of stock broker that might prevent the client from entering an order or the stock broker, from executing an order. The Client shall not hold the stock broker liable in case of internet access not being available in the desired manner. The client further agrees that he will not be compensated by the stock broker for 'opportunity loss' viz., notional profits on buy/sell orders which could not be executed.  
Further more, in a Technical environment should an occur with respect to the traking of any account holding or order entry, the true, actual and correct transaction or position will be restored. It is Client's responsibility to ensure correctness and accuracy of account and to contact the Stock Broker immediately in respect of any discrepancies.
39. The Client agrees that the Stock Broker shall not be liable or responsible for non-execution / any request for modification / cancellation of the orders of the due to any link/system failure or any other reason at the client/ the Stock Broker/ Exchange end.
40. The Client is responsible for the accuracy of information supplied to the Stock Broker through the use of the Internet trading facility or through such other means like electronic mail or any written communication. The Stock Broker accepts no liability for consequences arising out of the erroneous information supplied by the Client. In case the Client suspects that an error in the information has been submitted by him, he shall on an immediate basis intimate the same to the Stock Broker.
41. The Client is aware that the Stock Broker has provided on the website a facility for reconfirmation of order, which are larger than that specified by the Stock Broker's risk management and is also aware that the Stock

Broker has the discretion to reject the execution of such orders based on his risk perception. Certain orders or applications, at the Stock Broker's sole discretion may be subject to manual review, thereby delaying the processing of the Client's order or application. The Client shall receive the price at which the Client's order or application is actually executed in the Exchanges or otherwise, as the case may be, which in the event of a delay may be different from the price at which the Client's order or application was placed.

68. The client agrees that the software under the Internet trading system which are required for accessing the internet trading facility are the legal property of the stock broker and the client shall not attempt to modify, translate disassemble, de-compile or reverse engineer the software underlined the service. The permission given by the stock broker shall not convey any proprietary/ownership rights in the above software.
69. The Stock Broker shall also send the order/trade confirmation slip through e-mail to the Client at his request, within \_\_\_\_\_ (time period as specified by the Client) from the time of execution of order/trade on the BOLT system, as the case may be. The Client agrees that the information sent by the Stock Broker by e-mail is deemed to be a valid delivery of such information by the Stock Broker.

**ELECTRONIC PAYMENT GATEWAY (EPG)**

**70. Electronic payment gateway for net banking services :**

- i) The Stock Broker shall endeavour to provide through the Electronic gateway for net-banking such services as the Stock Broker may decide and reserve from time to time and which may vary from customer to customer. These facilities shall be offered in a phased manner and the Stock Broker may make additions/deletions to the said services at its sole discretion. The availability/non-availability of a particular service shall be intimated through e-mail, written communication or the web page of the Stock Broker.
- ii) In case of joint A/c with two or more signatories the Stock Broker shall offer such services restricted by the joint operation of the said account.

**71. Electronic payment gateway for net banking access :**

- i) The client understands that the Stock Broker would allot them a user Id and password for enabling them to access the EPG for net-banking. The client acknowledges that if any third party obtains access to the password of the customer, such third party would be able to provide the payment instruction to the Stock Broker. The specific clauses related to the password allocation are specific given under the password heading which forms part and parcel of this agreement.
- ii) In addition to the customer id and password the Stock Broker may at its discretion adopt such measures including but not limited to

digital certification and/or smart cards. The client agrees that it shall not attempt or permit others to attempt the account information stored in the computers of the Stock Broker other than the EPG for net banking services. The client shall not request for any proof for transactions undertaken through the net and the audit trail of the log-in would be conclusive proof to establish that the transactions are bona-fide.

**72. Electronic payment gateway for net banking :**

- i) The client has the full right to access and avail of the services obtained and they shall comply and observe the applicable laws and regulations in each jurisdiction. They shall not access to their family/relatives/friends account or any other person account through this gateway facility for the transfer of funds and if done so the client shall be fully responsible and not the Stock Broker in any manner.
- ii) The client shall not involve the Stock Broker as a party to such transaction.
- iii) The client shall provide any Stock Broker with such information and/or such assistance as is required by the Stock Broker for the performance of the agreement and/or any other obligations of the Stock Broker under this agreement.
- iv) The client shall not at any point of time provide to any person, with any details of the accounts held by it/him/her with the Stock Broker including the passwords, account number which may be assigned to it/him/her by the Stock Broker from time to time.

**73. Authority to the Stock Broker :**

- i) EPG for net-banking transactions in the customer's account is permitted only after the authentication of the customer ID and password. The client agrees that they grant express authority to the Stock Broker or the bank to carry out the transactions performed by them for the EPG for net-banking. The Stock Broker shall have no obligation to verify the authenticity of any transaction received from the client through the EPG for net-banking or purporting to be sent by means other than the use of the customer ID and password.
- ii) The display or the print out produced at the time of opening of the EPG for net banking shall be a record of the operation of the Internet access and shall not be construed as the Stock Broker's record of the relative transactions. The Stock Broker's or bank's own record of transactions maintained through computer systems or otherwise shall be accepted as conclusive and binding for all purposes unless any discrepancy is pointed out within one week from the date of access or the date of sending the periodical statement, whichever is earlier.

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

Client Name : .....

Place : ..... Date : D D / M M / 20

FIRST/SOLE HOLDER SIGNATURE [16]	SECOND HOLDER SIGNATURE	THIRD HOLDER SIGNATURE
X		





# HARDIK Fintrade Pvt. Ltd.

Registered Office : 1006, "B Wing", ATMA House, Nr. Times of India, Ashram Road, Ahmedabad-380 009.

Phone: (079) 26580493 / 26580494 Website : www.hardikgroup.com

## INSTRUCTIONS VOLUNTARY

From : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Client Code : \_\_\_\_\_

To,  
**Hardik Fintrade Pvt. Ltd.**  
1006, "B Wing", ATMA House,  
Nr. Times of India, Ashram Road,  
Ahmedabad-380 009.

Dear Sir,

### I. Order

1. I/We shall be giving verbal instructions for placing/modifying cancelling our orders for trade executions, pay-out instructions etc. over telephone or in person and the same shall be binding to us.
2. I/we do not require order confirmation/modification/ cancellation slip or trade confirmation slip generated by the trading system.

### II. Contract Note

I/we accord our consent to receive contract note in electronic mode and the requirement of physical paper contract notes are not required since you will be issuing to us digitally signed contract note in electronic mode.

I/we request you to send me e-contract to my email id ..... I/we are also aware that I/we can view our transaction details/contract notes by logging into **www.hardikgroup.com** using password and user id made available by you.

I/we agree that the member will be not responsible for non-receipt of documents sent via electronic delivery due to change in email address/correspondence address as mentioned afore-said. I/we also agree that member shall not take cognizance of out-of-office/out auto replies and I/we shall be deemed to have received such electronic mails.

### III. Communication

In case of any document/ledger/account position/transaction reports etc. are required by me/us. we shall obtained the same from your offices or get it collected through our representative I/we am/are aware that you have installed systems and software which enable-us to access our account details/transaction reports and all matters pertaining to my/our account through internet in a secured manner using our user id and password.

### IV. Accounts

1. I/we hereby request you to maintain my/our account with you on running basis. This will facilities me/us in all my/our transactions through you. I/we also request you to consider the balance in my/our account with you for the purpose of margin/any other obligations due to you. I/we instruct you to hold funds/securities due to me with you to the credit of my account and same shall be released only on my/our specific request.
2. I/we authorize you to transfer funds/securities from any of my account in any segment/exchange to my/our account in anyother segment exchange for the purpose of margin/pay

in/settlement obligation. I/we authorize you to transfer funds from my/our one account my/our another account in the same segment/exchange or in different segment/exchange in different segment/exchange by passing a journal entry in your books of account of respective section/department or by physical exchange of cheque. I/we request you to club my/our account with different segment, including margin account and settlement (bill) account. into one account for the purpose of determining my obligation.

3. I/we authorize you to transfer funds/securities belonging to me/ us to the credit of my account with Hardik Fintrade Pvt. Ltd. to meet my margin/settlement obligations to them. I have instructed Hardik Fintrade Pvt. Ltd. to transfer funds/securities belonging to me, and lying to the credit of my account with them, to you to meet my settlement / margin obligations on any segment/Exchange; and you shall, upon receipt of moneys and securities as such. credit the same to my account.

### V. Other Instructions

1. I understand that errors might be committed by dealers / computer operators resulting in punching of wrong client codes while making order entry. Exchange rules provide for modification for such wrongly entered client codes to correct client codes. I undertake to sign such paper/documents as may be required for the purpose of authentication for client code modification as and when required.
2. My/our funds lying with you may be used for the purpose of depositing the same with the exchange for the purpose of margin or placing FDR with banks which may be submitted to the exchange/clearing corporation for margin or used as collateral for obtaining bank guarantees for meeting margin/additional base capital requirement of exchange / clearing corporation.
3. I/we authorize you to use securities deposited by us with you to further use the same for meeting margin / additional capital requirements of the Exchange by pledging or depositing the same in any manner as my be required.
4. I/we agree that you are authorised to charge interest for delayed payment / over due amount @ 1.5% per month.
5. The brokerage rate etc. mentioned in this registration from is chargeable for trade execution and settlement service and does not include charges for any additional or special services availed by me from the broker. I agree to pay charges for such additional or special services as may be decided by you ; and your judgement as to what constitutes special or additional service shall be binding and final to me.
6. I/we undertake to execute our own sale purchase transactions in securities through you and shall not act as unregistered intermediary. I/we shall intimate to you changes in our address details, bank details, demat account details etc. as soon as possible.

Thanking You

Your truly

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

Client Code : \_\_\_\_\_

Client  
Signature

19



## Demat Debit and Pledge Instruction– Voluntary Document

To all whom these presents shall come I/WeMr. /Mrs. /M/s \_\_\_\_\_  
 \_\_\_\_\_ (First Holder)  
 \_\_\_\_\_ (Second Holder)  
 \_\_\_\_\_ (Third Holder) an  
 individual/a sole proprietary concern/a partnership firm/a body corporate/trust, registered/incorporated, under the  
 provisions of the Indian Partnership Act, 1932/the Companies Act 1956, or any relevant Act, having my/our  
 residence/registered office/place of business at \_\_\_\_\_  
 \_\_\_\_\_ send greetings.

**Whereas** I / we hold a Beneficiary account no. **12070100** - \_\_\_\_\_ (BO-ID) with Central Depository Services (India) Limited through Depository Participant **HARDIK FINTRADE PVT LTD.** bearing DP ID- **12070100**

**And whereas** I / We am / are an investor(s) engaged in buying and selling of securities through through **HARDIK FINTRADE PVT LTD.** (hereinafter referred to as “**HFPL**”) a Member of Bombay Stock Exchange Ltd (BSE) In Capital Market Segment, Equity Derivative Segment & Currency Derivative Segment, bearing SEBI Registration No. **INZ000061032.** (hereinafter referred to as "**the Stock Exchange/ Exchanges**").

**And Whereas** due to exigency and paucity of time, I/we am/are authorizing by executing an agreement naming Demat Debit and Pledge Instruction (DDPI) **HARDIK FINTRADE PVT LTD.** for below mentioned purposes:

Sr. No.	Purpose	Signature of Client * (First Holder)	Signature of Client * (Second Holder)	Signature of Client * (Third Holder)
<b>1.(S)</b>	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			
<b>2.(P)</b>	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.			
<b>3.(M)</b>	Mutual Fund transactions being executed on Stock Exchange order entry platforms			
<b>4.(T)</b>	Tendering shares in open offers through Stock Exchange platforms			

I/We hereby agree and declare that all acts and deeds done by the aforesaid stock broker under this authorization shall be construed as acts and deeds done by me/us jointly as well as severally and I/we further confirm and ratify all acts and deeds that the aforesaid stock broker shall lawfully do or cause to be done by virtue of this authorization

Designated Demat Account details of the broker where my/our securities shall be transferred from my/our aforesaid beneficiary account for settlement obligation and/or shall be given for Margin Pledge towards my/our Margin Obligation are as follows:

Designated Demat Account	DP ID	DP Name	Trading Code
12070100 00000024	12070100	<b>HARDIK FINTRADE PVT LTD.</b>	Pool Account
12070100 00059881	12070100	<b>HARDIK FINTRADE PVT LTD.</b>	TM-Pool Account
CM BP ID - IN55502	IN300966	<b>GLOBE CAPITAL MARKET LTD.</b>	Pool Account
12070100 00058533	12070100	<b>HARDIK FINTRADE PVT LTD.</b>	Client Unpaid Securities Pledge Account (CUSPA)
12070100 00052565	12070100	<b>HARDIK FINTRADE PVT LTD.</b>	TM/CM – Client Securities Margin Pledge Account

Beneficial Owner(s)	Name	Signature
Sole / First Holder / 1 <sup>st</sup> Authorized Signatory/ Karta of HUF		
Second Holder / 2 <sup>nd</sup> Authorized Signatory		
Third Holder / 3 <sup>rd</sup> Authorized Signatory		

We hereby confirm having accepted the aforesaid Instructions.

For, **HARDIK FINTRADE PVT LTD.**

Authorised Signatory

Date: \_\_\_\_/\_\_\_\_/20

**Signature of Co-partner / Partners / Directors**

NAME	SIGNATURE

**Know Your Client (KYC)****Application Form (For Non- Individuals Only)**

Please fill the form in ENGLISH and in BLOCK letters

Fields marked \* are mandatory

Fields marked + are pertaining to CKYC and mandatory only if processing CKYC also

**CDSL VENTURES LIMITED**

...Exploring New Horizons

Intermediary  
Logo

Application Number: \_\_\_\_\_

Application Type\*:  New KYC  Modification KYC**1. Entity Details** (please refer guidelines)

PAN\* \_\_\_\_\_ Please enclose a duly attested copy of your PAN Card

Name\* (same as ID proof) \_\_\_\_\_

Date of Incorporation\* \_\_\_\_\_

Place of Incorporation\* \_\_\_\_\_

Date of Commencement\* \_\_\_\_\_

Registration Number\* \_\_\_\_\_

Entity Type\*

Please Tick (✓)

 Private Ltd. Co. Public Ltd. Co. Body Corporate Partnership Trust/Charity/NGO HUF FPI Category I FPI Category II AOP Bank Government Body Defence Establishment Body of Individuals Society LLP Non-Government Organization Others \_\_\_\_\_**2. Proof of Identity+** (please refer the guidelines) Officially Valid Document(s) in respect of person authorized to transact Certificate of Incorporation/Formation \_\_\_\_\_ Registration Certificate \_\_\_\_\_ Memorandum of Articles and Association Partnership Deed Trust Deed Board Resolution Power of attorney granted to its manager, office, employees to transact on its behalf Activity Proof -1+ (For Sole Proprietorship Only) Activity Proof -2+ (For Sole Proprietorship Only)**3. Address Details\*** (please refer the guidelines)**A. Registered Address\***

Line 1\* \_\_\_\_\_

Line 2 \_\_\_\_\_

Line3 \_\_\_\_\_

City/Town/Village\* \_\_\_\_\_

District+ \_\_\_\_\_

Pin Code\* \_\_\_\_\_

State\* \_\_\_\_\_

Country\* \_\_\_\_\_

**B. Correspondence/Local Address in India** (if different from above)\*

Line 1\* \_\_\_\_\_

Line 2 \_\_\_\_\_

Line3 \_\_\_\_\_

City/Town/Village\* \_\_\_\_\_

District+ \_\_\_\_\_

Pin Code\* \_\_\_\_\_

State\* \_\_\_\_\_

Country\* \_\_\_\_\_

Applicant Digital Signature (DSC)

**Proof of Address\*** (attested copy of any one POA to be submitted—\*Not more than 3 months old)

- Certificate of Incorporation/Formation       Registration Certificate       Other document \_\_\_\_\_  
 Latest Telephone Bill\* (Landline only)       Latest Electricity Bill\*       Latest Bank Account Statement\*  
 Registered Lease/ Sale Agreement of Office Premises      **Validity/Expiry Date of POA** (Expiry Date) \_\_\_\_\_  
 Any other proof of address document (as listed overleaf) \_\_\_\_\_

**4. Contact Details**

Email ID \_\_\_\_\_ Mobile No. \_\_\_\_\_  
 Email ID \_\_\_\_\_ Mobile No. \_\_\_\_\_  
 Tel (off) \_\_\_\_\_ Fax \_\_\_\_\_

**5. Annexures Submitted**

Number of Related Persons -

**6. Remarks / Additional Information****7. Applicant Declaration**

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

I/We hereby consent to receiving information from CVL KRA through SMS/Email on the above registered number/Email address.

DATE: \_\_\_\_ \_\_\_\_ \_\_\_\_ (DD-MM-YYYY)

PLACE: \_\_\_\_\_

Applicant Digital Signature (DSC)

Applicant Wet Signature

**8. For Office Use Only**

KYC carried out by*	Intermediary Details*
KYC Date _____ Emp. Name _____ Emp. Code _____ Emp. Designation _____	<input type="checkbox"/> Self certified document copies received (Originals Verified) <input type="checkbox"/> True Copies of documents received (Attested) AMC / Intermediary Name OR Code: _____
Employee Signature and Stamp	Employee Signature and Stamp

— This space is intentionally left blank — This space is intentionally left blank — This space is intentionally left blank — This space is intentionally left blank —

**Know Your Client (KYC)**  
**Annexure (For Non- Individuals Only)**



**CDSL VENTURES LIMITED**

....Exploring New Horizons

Intermediary  
Logo

Please fill the form in ENGLISH and in BLOCK letters

Fields marked \* are mandatory

Fields marked \* are pertaining to CKYC and mandatory only if processing CKYC also

Application Number:

Application Type\*:  New KYC  Modification KYC

**1. Identity Details of Related Person (please refer guidelines overleaf)**

PAN\* \_\_\_\_\_ Please enclose a duly attested copy of your PAN Card

Name\* (same as ID proof) \_\_\_\_\_

Maiden Name\* (if any) \_\_\_\_\_

Fathers/Spouse's Name\* \_\_\_\_\_

Date of Birth\* \_\_\_\_\_

Gender\*  Male  Female  Transgender

Nationality\*  Indian  Other \_\_\_\_\_

Related Person Type\*

Director  Promoter  Karta  Trustee  Partner  Court Appointed Official Proprietor

Beneficiary  Authorized Signatory  Beneficial Owner  Power of Attorney Holder

Others \_\_\_\_\_ (please specify) DIN: \_\_\_\_\_ (mandatory if the related person is Director)

Applicant Photo

Proof of Identity (POI) submitted for PAN exempted cases (Please tick)

A — Aadhaar Card XXXX XXXX \_\_\_\_\_

B — Passport Number \_\_\_\_\_ (Expiry Date) \_\_\_\_\_

C — Voter ID Card \_\_\_\_\_

D — Driving License \_\_\_\_\_ (Expiry Date) \_\_\_\_\_

E — NREGA Job Card \_\_\_\_\_

F — NPR \_\_\_\_\_

Z — Others \_\_\_\_\_ (any document notified by Central Government)

Identification Number \_\_\_\_\_

**2. Address Details\* (please refer guidelines overleaf)**

**A. Correspondence/ Local Address\***

Line 1\* \_\_\_\_\_

Line 2 \_\_\_\_\_

Line 3 \_\_\_\_\_

City/Town/Village\* \_\_\_\_\_ District\* \_\_\_\_\_ Pin Code\* \_\_\_\_\_

State\* \_\_\_\_\_ Country\* \_\_\_\_\_

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

Applicant e-SIGN

**B. Permanent residence address of applicant, if different from above A / Overseas Address\* (Mandatory for NRI Applicant)**

Line 1\* \_\_\_\_\_  
 Line 2 \_\_\_\_\_  
 Line3 \_\_\_\_\_  
 City/Town/Village\* \_\_\_\_\_ District\* \_\_\_\_\_ Pin Code\* \_\_\_\_\_  
 State\* \_\_\_\_\_ Country\* \_\_\_\_\_  
 Address Type\*  Residential/Business  Residential  Business  Registered Office  Unspecified

**Proof of Address\*** (attested copy of any 1 POA for correspondence and permanent address each to be submitted)

A — Aadhaar Card      XXXX XXXX \_\_\_\_ \_  
 B — Passport Number      \_\_\_\_\_ (Expiry Date) \_\_\_\_ \_  
 C — Voter ID Card      \_\_\_\_\_  
 D —Driving License      \_\_\_\_\_ (Expiry Date) \_\_\_\_ \_  
 E —NREGA Job Card      \_\_\_\_\_  
 F — NPR Letter      \_\_\_\_\_  
 Z—Others      \_\_\_\_\_ (any document notified by Central Government)  
 Identification Number \_\_\_\_\_

**3. Contact Details**

Email ID \_\_\_\_\_  
 Mobile No. \_\_\_\_\_  
 Tel (off) \_\_\_\_\_ Tel (Res) \_\_\_\_\_

**4. Applicant Declaration**

I hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/We are aware that I/We may be held liable for it.  I/We hereby consent to receiving information from CVL KRA through SMS/Email on the above registered number/Email address.  DATE: ____ _ (DD-MM-YYYY) PLACE: _____	Applicant e-SIGN	Applicant Wet Signature

**5. For Office Use Only**

KYC carried out by*	Intermediary Details*
KYC Date      ____ _ Emp. Name      _____ Emp. Code      _____ Emp. Designation      _____	<input type="checkbox"/> Self certified document copies received (OVD) <input type="checkbox"/> True Copies of documents received (Attested)  <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Employee Signature and Stamp	Institution Name and Stamp

# Details of Promoters/ Partners/ Karta / Trustees and whole time directors forming a part of Know Your Client (KYC) Application Form for Non-Individuals

Name of Applicant \_\_\_\_\_

PAN of the Applicant

Sr. No.	PAN	Name	DIN (For Directors) / Aadhaar Number (For Others)	Residential / Registered Address	Relationship with Applicant (i.e. promoters, whole time directors etc.)	Photograph
						co-partner photo with id proof pan card aadharcard self attested
						co-partner photo with id proof pan card aadharcard self attested

huf stamp & sign ✓

Name & Signature of the Authorised Signatory(ies)

Date  /  /



Place for  
Intermediary Logo

# Hardik Fintrade Private Limited

MANDATORY DOCUMENT

## DECLARATION BY KARTA & CO-PARCENERS OF HUF

HUF Name \_\_\_\_\_

Name of Karta \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ (Name of the Karta) hereby declare that I am the Karta of the HUF

\_\_\_\_\_ (Name of HUF) and following persons are the Co Parceners of the HUF we all the below mentioned Co Parceners Declare that Mr. \_\_\_\_\_

(Name of the Karta) is the Karta of the above mentioned HUF of which we are the Co Parecener :

Sr. No.	Name	Status	Signature (With Stamp of HUF)	
			Relationship	Signature
1.	_____	<b>KARTA</b>	_____	_____
2.	_____	Co Parcener	_____	_____
3.	_____	Co Parcener	_____	_____
4.	_____	Co Parcener	_____	_____
5.	_____	Co Parcener	_____	_____
6.	_____	Co Parcener	_____	_____
7.	_____	Co Parcener	_____	_____
8.	_____	Co Parcener	_____	_____
9.	_____	Co Parcener	_____	_____
10.	_____	Co Parcener	_____	_____



# Hardik Fintrade Pvt. Ltd.

*You're in Safe Hands*

Registered office: 1006, B-wing, Atma house, Ashram road, Nr Times of India, Ahmedabad 380009

## FATCA-CRS Declaration & Supplementary KYC Information Self Declaration Form for Entities / Non-Individuals [for DP & Trading]

Please seek appropriate advice from your professional tax professional on your tax residency and related FATCA & CRS guidance

TRADING CODE

DPID

NAME

PAN\*

Address Type  
(For KYC Address)

- Residential     Residential / Business  
 Business     Registered Office

Place of  
Incorporation

Country of  
Incorporation

Gross Annual  
Income Details  
in INR

- Below 1 Lakh     1-5 Lacs  
 5-10 Lacs     10-25 Lacs  
 25 Lacs - 1 Cr     > 1 Crore

Net Worth in  
INR. In Lacs

Net Worth As of

/ /20

Is the entity  
involved in /  
providing any of  
the following  
services:

- Foreign Exchange / Money  
Changer Services  
 Gaming / Gambling / Lottery  
Services [e.g. casinos, betting  
syndicates] Money Laundering  
/ Pawning

Any other  
information  
(if applicable)

Is your [Entity] Country of Tax Residency other than India –  Yes  No

If "Yes", please specify the details of all countries where you [Entity] hold tax residency and its Tax Identification Number & type hereunder:

SR No	Country of Tax Residency#	Tax Payer Identification Number /Functional Equivalent / Company Identification Number or Global Entity Identification Number	Identification Type (TIN or other, please specify)
1			
2			

In case the Entity's Country of Incorporation / Tax Residence is US but Entity is not a Specified US person, mention Entity's exemption code here \_\_\_\_\_ (Refer Instructions P)

### Declaration:

Entity Constitution Type (Pvt.Co./Public Co./LLP/Partnership/ HUF/AOP/BOI/Proprietorship/Trust/ Others	
Entity Identification Type (tick as applicable)	<input type="checkbox"/> Company Identification Numbe <input type="checkbox"/> Trust Registration Number <input type="checkbox"/> TIN/ Tax deduction Account Number <input type="checkbox"/> US GIIN <input type="checkbox"/> Global Entity Identification Number (GEIN) <input type="checkbox"/> Other
Entity Identification No.	
Entity Identification issuing country	
Country of Residence for tax purpose	



**Controlling Person Declaration:**

Name of Controlling person	Correspondence Address	Country of residence for tax purpose	TIN (if any)	TIN issuing Country	Controlling person type

Details	For Controlling person 1	For Controlling person 2	For Controlling person 3	For Controlling person 4	For Controlling person 5
Document submitted for Identification : Passport/Election Card/PAN card/Govt. ID Card / Others					
Identification Number					

**Declaration:**

I/We acknowledge and confirm that the information provided above is true and correct to the best of my/our knowledge and belief. In case any of the above specified information is found to be false or untrue or misleading or misrepresenting, I/We am/are aware that I/We may liable for it. I/We hereby authorize you to disclose, share, rely, remit in any form, mode or manner, all / any of the information provided by me/us, including all changes, updates to such information as and when provided by me/us to any of the Exchanges/Depositories/Mutual Fund, its sponsor, Asset Mgmt. Co., trustees, their employees / RTAs ('the Authorized Parties') or any Indian or foreign governmental or statutory or judicial authorities / agencies including but not limited to the Financial Intelligence Unit-India (FIU-IND), the tax / revenue authorities in India or outside India wherever it is legally required and other investigation agencies without any obligation of advising me/us of the same. Further, I/We authorize to share the given information to other SEBI Registered Intermediaries /or any regulated intermediaries registered with SEBI / RBI / IRDA / PFRDA to facilitate single submission / update & for other relevant purposes. I/We also undertake to keep you informed in writing about any changes / modification to the above information in future and also undertake to provide any other additional information as may be required at your / Fund's end or by domestic or overseas regulators/ tax authorities. I/We authorize Fund/AMC/RTA to provide relevant information to upstream payors to enable withholding to occur and pay out any sums from my account or close or suspend my account(s) without any obligation of advising me of the same. I /We understand that you do not offer any tax advice on CRS/FATCA or its impact on me/us. I/We shall seek advice from Professional Tax Advisor for any tax questions.

**Signature with relevant seal:**

X \_\_\_\_\_

DATE : \_\_\_\_\_ PLACE : \_\_\_\_\_

## Annexure A

### **Most Important Terms and Conditions (MITC)**

(For non-custodial settled trading accounts)

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

<b>First / Sole Holder</b>	<b>Second Holder</b>	<b>Third Holder</b>

## Policy Framework for Voluntary Freezing/Blocking of Online Trading Account Access for Clients

### Annexure to Risk Management Policy

#### Introduction

In an effort to enhance the ease of business operations and investment activities for investors, and to safeguard investors from suspicious activities, SEBI, through its circular ref. No. **SEBI/HO/MIRSD/POD-1/P/CIR/2024/4** dated January 12, 2024, has mandated a framework for stock exchanges. This framework requires Trading Members to provide clients with the facility to voluntarily freeze/block online access to their trading accounts. Consequently, stock exchanges have issued circulars detailing this framework. In line with these directives, the following policy has been formulated for the voluntary freezing/blocking of trading accounts.

#### 1. Mode of Request for Freezing/Blocking the Trading Account

Clients can use following options to freeze/block their trading account:

Clients can send an email to [stoptrade@hardikgroup.com](mailto:stoptrade@hardikgroup.com) from their registered email ID. Upon receipt of the email, the Hardik team will call the client to confirm the request. The client must accept the call and complete the necessary confirmation steps.

#### 2. Procedure to Unfreeze/Unblock the Account

Clients wishing to unfreeze/unblock their account must send an email to [stoptrade@hardikgroup.com](mailto:stoptrade@hardikgroup.com) from their registered email ID. Upon receipt of the email, the Hardik team will contact the client to confirm the request. The account will be unfrozen only after the client confirms the request over the call.

#### Timelines for Freezing/Blocking the Online Access:

Scenario	Timelines for Issuing Acknowledgement and Freezing/Blocking
Request received during trading hours and within 15 minutes before the start of trading	Within 15 minutes
Request received after trading hours and 15 minutes before the start of the next trading session	Before the start of the next trading session

**Note:** By opting to block/freeze the account, you are only blocking online access to your trading account. There will be no restrictions on the risk management activities of Hardik Fintrade Pvt. Ltd.

#### Clarifications

- Freezing/blocking only restricts online access to the client's trading account. There will be no restrictions on the risk management activities of Hardik Fintrade Pvt. Ltd.
- The request for freezing/blocking does not equate to marking the client's Unique Client Code (UCC) as inactive in the Exchange records.

This policy shall be effective from July 01, 2024.

First / Sole Holder	Second Holder	Third Holder

## ***Documents required for HUF account***

- **3 photos (total) of Karta should be pasted wherever applicable with stamp and sign across it.**
- **PAN Card of HUF, self-attested (meaning sign by Karta) and with stamp.**
- **Aadhar Card & PAN Card of Karta (individual), self-attested (meaning sign by Karta) and with stamp.**
- **Bank statement latest with bank seal and bank signature and also self-attested (meaning sign by Karta) and with stamp.**
- **Aadhar Card & PAN Card of all co parcener with there respective sign.**
- **Copy of cancelled cheque.**
- **HUF deep copy self-attested (meaning sign by Karta) and with stamp.**
- **Annual maintenance cheque of ₹472/-.**
- **Demat Debit and Pledge Document (POA) charges ₹300/- (in cash).**
- **Mobile number and Email id should be mentioned on page number 4 in capital letters only and there should be no correction in mobile number and email id while writing, if so, then new page would be required. And also, mention or tick mark nature of business and annual income on page number 10.**

**Note: - All documents must be printout and self-attested and the form should must be submitted if all the above documents required are attached with it.**