AnandRathi

KYC DOCUMENT BOOKLET

ANAND RATHI INTERNATIONAL VENTURES (IFSC) PRIVATE LIMITED SEBI Regn. No. INZ000292939

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CENTRAL KYC REGISTRY | Instructions / Check list / Guidelines for filling Individual KYC Application Form

General Instructions:

- 1 Fields marked with '*' are mandatory fields.
- 2 Tick (\checkmark) wherever applicable.
- 3 Self-Certification of documents is mandatory.
- 4 Please fill the form in English and in BLOCK Letters.
- 5 Please fill all dates in DD-MM-YYYY format.
- 6 Wherever state code and country code is to be furnished, the same should be the two-digit code as per Indian Motor Vehicle, 1988 and ISO 3166 country code
 - respectively list of which is available at the end.
- 7 KYC number of applicant is mandatory for updation of KYC details.
- 8 For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated.
- 9 In case of 'Small Account type' only personal details at section number 1 and 2, photograph, signature and self-certification required.

A Clarification/Guidelines on filling 'Personal Details' section

- 1 **Name:** Please state the name with Prefix (Mr/Mrs/Ms/Dr/etc.). The name should match the name as mentioned in the Proof of Identity submitted failing which the application is liable to be rejected.
- 2 Either mother's name, father's name or spouse's name is to be mandatorily furnished. In case PAN is not available father's name is mandatory.

B Clarification/Guidelines on filling details if applicant residence for tax purposes in jurisdiction(s) outside India

Tax identification Number (TIN): TIN need not be reported if it has not been issued by the jurisdiction. However, if the said jurisdiction has issued a high integrity number with an equivalent level of identification (a "Functional equivalent"), the same may be reported. Examples of that type of number for individual include, a social security/insurance number, citizen/personal identification/services code/number, and resident registration number)

C Clarification / Guidelines on filling 'Proof of Identity [Pol]' section

- 1 If driving license number or passport is provided as proof of identity then expiry date is to be mandatorily furnished.
- 2 Metion identification / reference number if 'Z-Others (any document notified by the central government)' is ticked.
- In case of Simplified Measures Accounts for verifying the identity of the applicant, any one of the following documents can also be submitted and undernoted relevant code may be mentioned in point 3 (S).

| Document Code | Description |
|---------------|---|
| 01 | Identity card with applicant's photograph issued by Central/ State Government Departments, Statutory/ Regulatory Authorities, |
| | Public Sector Undertakings, Scheduled Commercial Banks, and Public Financial Institutions. |
| 02 | Letter issued by a gazetted officer, with a duly attested photograph of the person. |

$D \quad Clarification/Guidelines\,on\,filling\,'Proof\,of\,Address\,[PoA]\,-\,Current/Permanent/\,Overseas\,Address\,details'\,section \\$

- 1 PoA to be submitted only if the submitted Pol does not have an address or address as per Pol is invalid or not in force.
- 2 State / U.T Code and Pin / Post Code will not be mandatory for Overseas addresses.

Description

In case of Simplified Measures Accounts for verifying the address of the applicant, any one of the following documents can also be submitted and undernoted relevant code may be mentioned in point 4.1.

| 01 | $Utility\ bill\ which\ is\ not\ more\ than\ two\ months\ old\ of\ any\ service\ provider\ (electricity,\ telephone,\ post-paid\ mobile\ phone,\ piped\ gas,$ |
|----|--|
| | water bill). |
| 02 | Property or Municipal Tax receipt. |
| 03 | Bank account or Post Office savings bank account statement. |
| 04 | Pension or family pension payment orders (PPOs) issued to retired employees by Government Departments or Public Sector |
| | Undertakings, if they contain the address. |
| 05 | Letter of allotment of accommodation from employer issued by State or Central Government departments, statutory or regulatory |
| | bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies. Similarly, leave and |
| | license agreements with such employers allotting official accommodation. |
| 06 | Documents issued by Government departments of foreign jurisdictions and letter issued by Foreign Embassy or Mission in India. |

E Clarification/Guidelines on filling 'Proof of Address [PoA] - Correspondence/Local Address details' section

1 To be filled only in case the PoA is not the local address or address where the customer is currently residing. No separate PoA is required to be submitted.

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2 In case of multiple correspondence / local addresses, Please fill 'Annexure A1'

F Clarification/Guidelines on filling 'Contact details' section

- 1 Please mention two-digit country code and 10 digit mobile number (e.g. for Indian mobile number mention 91-999999999).
- 2 Do not add'0' in the beginning of Mobile number.

Document Code



G Clarification/Guidelines on filling'Related Person details' section

1 Provide KYC number of related person if available.

H Clarification/Guidelines on filling'Related Person details – Proof of Identity [Pol] of Related Person's ection

1 Mention identification / reference number if 'Z-Others (any document notified by the central government)' is ticked.

| State / U.T. | Code | State / U.T. | Code | State / U.T. | Code |
|------------------------|------|------------------|------|---------------|------|
| Andaman & Nicobar | AN | Himachal Pradesh | НР | Pondicherry | PY |
| Andhra Pradesh | AP | Jammu & Kashmir | JK | Punjab | PB |
| Arunachal Pradesh | AR | Jharkhand | JH | Rajasthan | RJ |
| Assam | AS | Karnataka | KA | Sikkim | SK |
| Bihar | BR | Kerala | KL | Tamil Nadu | TN |
| Chandigarh | СН | Lakshadweep | LD | Telangana | TS |
| Chattisga rh | CG | Madhya Pradesh | MP | Tripura | TR |
| Dadra and Nagar Haveli | DN | Maharashtra | MH | Uttar Pradesh | UP |
| Daman & Diu | DD | Manipur | MN | Uttarakhand | UA |
| Delhi | DL | Meghalaya | ML | West Bengal | WB |
| Goa | GA | Mizoram | MZ | Other | XX |
| Gujarat | GJ | Nagaland | NL | | |

CENTRAL KYC REGISTRY | Instructions / Check list / Guidelines for filling Individual KYC Application Form **Country** Country Country Country Country Country Country Country Code Code Code Code AF **Domestic Republis** D0 LY Saint Pierre and Mlguelon PM Afghanistan Libya **Aland Islands** AXEC Liechtenstein LI Saint Vincent and the Grenadines VC **Ecuador** WS Albania ALEgypt EG lithuania LT Samoa SV LU San Marino Algeria DZ El Salvador Luxembourg SM American Samoa AS **Equatorial Guinea** GQ Macao M0 Sao Tome and Principe ST Andorra A0 Eritrea ER Macedonia, the former MK Saudi Arabia SA Yugoslav Republic of Angola A0 EE Madagascar MGSenegal ES SN Estonia RS Anguilla ΑI Ethiopia ET Malawi MW Serbia Antarrctico AQ Falkland Islands (Malvinas) EK Malaysia MY Seychelies SC Antigua and Barbuda AG Faroe Islands F₀ Maldives M۷ Sierra Leone SL FJ MLSG Argentina AR Fiji Mali Singapore FI SX Armenia AM**Finland** Malta MT Sint Maarten (Dutch part) Aruba AW France FT Marshall Islands MH Slovakia SK Australia ΑU French Guiana GF Martinique MQ Slovenia SI Austria AT French Polynesia PF Mauritania MR Solomon Islands SB ΑZ TF S0 Azerbaijan French Southern Territories Mauritius MU Somalia BS ZA **Bahamas** Gabon $\mathsf{G}\mathsf{A}$ Mayotte ΥT South Africa ВН GS Bahrain Gambia GM MXSouth Georgia and the Mexico South Sandwich Islands Boangladesh **B0** Georgia GE Micronesia, Federated States of FM South Sudan SS

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| Barbados | BB | Germany | DE | Moldova, Republic of | MD | Spain | ES |
|---------------------------------|----|---------------------------------------|----------|-----------------------------|-------|------------------------------|-------|
| Belarus | BY | Ghana | GH | Monaco | MC | Sri Lanka | LK |
| Belgium | BE | Gibraltar | GI | Mongolia | MN | Sudan | SD |
| Belize | BZ | Greece | GR | Montenegro | ME | Suriname | SR |
| Benin | BJ | Greenland | GL | Montserrat | MS | Svalbard and Jan Mayen | SJ |
| Bermuda | BM | Grenada | GD | Morocco | MA | Swaziland | SZ |
| | | | | | | | SE |
| Bhutan | BT | Guadeloupe | GP | Mozambique | MZ | Sweden | |
| Bolivia, PlurInatIonal State of | | Guam | GU | Myanmar | MM | Switzerland | CH |
| Bonaire, Sint Eustatlus and | BQ | Guatemala | GT | Namibia | NA | Syrian Arab Republic | SY |
| Saba Bosnia and Herzegovina | BA | Guernsey | GG | Nauru | NR | Taiwan, Province of China | TW |
| Botswana | BW | Guinea | GN | Nepal | NP | Tajikistan | TJ |
| Bouvet Island | BV | Guinea-Bissau | GW | Netherlands | NL | Tanzania, United Republic of | TZ |
| Brazil | BR | Guyana | GY | New Caledonia | NC | Thailand | TH |
| British Indian Ocean Territory | 10 | Haiti | HT | New Zealand | NZ | Tlmor-Leste | TL |
| Brunei Darussalam | BN | Heard Island and McDonald | НМ | Nicaragua | NI | Togo | TG |
| Bulgaria | BG | Islands Holy See (Vatican City State) | VA | Niger | NE | Tokelau | TK |
| Burkina Faso | BF | Honduras | HN | Nigeria | NG | Tonga | TO |
| Burundi | BI | Hong Kong | НК | Niue | NU | Trinidad and Tobago | TT |
| Cabo Verde | CV | Hungary | HU | Norfolk Island | NF | Tunisia | TN |
| Cambodia | KH | Iceland | IS | Northern Mariana Islands | MP | Turkey | TR |
| | CM | India | IN | | NO | Turkmenistan | TM |
| Cameroon | | | ID | Norway | | | |
| Canada | CA | Indonesia | | Oman | OM | Turks and Caicos Islands | TC |
| Cayman Islands | KY | Iran, Islamic Republic of | IR | Pakistan | PK | Tuvalu | TV |
| Central African Republic | CF | Iraq | IQ | Palau | PW | Uganda | UG |
| Chad | TD | Ireland | IE | Palestine, State of | PS | Ukraine | UA |
| Chile | CL | Isle of Man | IM IL | Panama | PA | United Arab Emirates | AE |
| China | CN | Israel | IT | Papua New Guinea | PG | United Kingdom | GB |
| Christmas Island | CX | Italy | JM | Paraguay | PY | United States | US |
| Cocos (Keeling) Islands | CC | Jamaica | JIVI | Peru | PE | United States Minor | UM |
| hColombia | СО | lanan | JP | Philippines | PH | Outlying Islands Uruguay | UY |
| Comoros | KM | Japan | JE | Pitcairn | PN | Uzbekistan | UZ |
| Col180 | CG | Jersey Jordan | JO | Poland | PL | Vanuatu | VU |
| Congo the Democratic | CD | Kazakhstan | KZ | Portugal | PT | Venezuela, Bolivarian | VE |
| Republic of the | CD | Nazakiistaii | 112 | Tortugar | - 1 1 | Republic of | V L |
| Cook Islands | CK | Kenya | KE | Puerto Rico | PR | Viet Nam | VN |
| Costa Rica | CR | Kiribati | KO | Qatar | QA | Virgin Islands, British | VG |
| Cote d'Ivoire !Cote d'Ivoore | Cl | Korea, Democratic People's | | Reunion !Reunlon | RE | Virgin Islands, U.S. | VI |
| Cote a roofe .cote a roofe | | Republic of | | neumon meumon | | virgin isianas, o.s. | · · · |
| Croatia | HR | Korea, Republic of | KR | Romania | RO | Wallis and Futuna | WF |
| Cuba | CU | Kuwait | KW | Russian Federation | RU | Western Sahara | EH |
| Curacao !Curacao | CW | Kyrgyzstan | KG | Rwanda | RW | Yemen | YE |
| Cyprus | CY | Lao People's Democratic | LA | Saint Barthelemy Salnt | BL | Zambia | ZM |
| | | Republic | | Barthelemy | | | |
| Czech Republic | CZ | Latvia | LV | Saint Helena, Ascension and | SH | Zimbabwe | ZW |
| | | | | Tristan da Cunha | | | |
| Denmark | DK | Lebanon | LB | Saint Kitts and Nevis | KN | | |
| Djibouti | DJ | Lesotho | LS | Saint lucia | LC | | |
| Dominica | DM | Liberia | LR | Saint Martin (French part) | MF | | |

RIGHTS AND OBLIGATIONS OF STOCK BROKERS AND CLIENTS

(as prescribed by SEBI and Stock Exchanges)

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

CLIENT INFORMATION

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

MARGINS

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

TRANSACTIONS AND SETTLEMENTS

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

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BROKERAGE

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

LIQUIDATION AND CLOSE OUT OF POSITION

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

DISPUTE RESOLUTION

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

TERMINATION OF RELATIONSHIP

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

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.
- The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
- 33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
- 34. The stock broker shall send a complete `Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.

- 35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, interalia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
- 36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

ELECTRONIC CONTRACT NOTES (ECN)

- 37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
- 38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
- 39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.
- 40. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.
- 41. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.
- 42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

LAW AND JURISDICTION

- 43. In addition to the specific rights set out in this document, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.
- 44. The provisions of this document shall always be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchanges, where the trade is executed, that may be in force from time to time.
- 45. The stock broker and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996.
- 46. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges/SEBI.
- 47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/notices/circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.
- 48. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

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INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKERS TO CLIENT (All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)

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

RISK DISCLOSURE DOCUMENTS

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

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

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

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

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

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

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

1. BASICRISKS:

1.1 Risk of Higher Volatility:

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

1.2 Risk of Lower Liquidity:

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

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

1.3 Risk of Wider Spreads:

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

1.4 Risk-reducing orders:

The placing of orders (e.g., "stop loss" orders, or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

- **1.4.1** A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security / derivatives contract.
- **1.4.2** A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.
- 1.4.3 A stop loss order is generally placed "away" from the current price of a stock / derivatives contract, and such order gets activated if and when the security / derivatives contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the security / derivatives contract reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security / derivatives contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

1.5 Risk of News Announcements:

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

1.6 Risk of Rumors:

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

1.7 System Risk:

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

- 1.7. 1 During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations.
- 1.7.2 Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security / derivatives contract due to any action on account of unusual trading activity or security / derivatives contract hitting circuit filters or for any other reason.

1.8 System/Network Congestion:

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

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

2.1 Effect of "Leverage" or "Gearing":

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

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

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

- B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- D. n order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2 Currency specific risks:

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

2.3 Risk of Option holders:

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

2.4 Risks of Option Writers:

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

TRADING THROUGH WIRELESS TECHNOLOGY/SMART ORDER ROUTING OR ANY OTHER TECHNOLOGY:

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

4. GENERAL

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

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

BEFORE YOU BEGIN TO TRADE

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

TRANSACTIONS AND SETTLEMENTS

- 8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
- 9. Don't share your internet trading account's password with anyone.
- 10. Don't make any payment in cash to the stock broker.
- 11. Make the payments by account payee cheque in favour of the stock broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
- 12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
- 13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
- i. Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
- ii. The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
- iii. On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
- iv. You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.
- 14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.
- 15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

- 16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges gives a public notice inviting claims relating to only the "transactions executed on the trading system" of Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.
- 17. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker's insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

DISPUTES/COMPLAINTS

 $All\,disputes\,at\,India\,International\,Exchange\,(IFSC)\,Itd\,will\,be\,referred\,to\,Singapore\,International\,Arbitration\,Centre.$

POLICIES & PROCEDURES

The policies and procedures of Anand Rathi International Ventures (IFSC) Private Limited for Derivatives, Currency Derivatives and Commodity Derivatives segment as per SEBI Circular no. MIRSD/SE/Cir19/2009dated 03/12/2009, which are presently in force in relation to:

a) Setting up client's Margin Limits

Margin Limit for F&O, Currency & Commodity segment: ARIVPL provides margin limit in F&O, Currency and commodity segments based on availability of initial and exposure margin upfront available into the client account in the form of Ledger.

Client-wise differential limits: ARIVPL shall have the prerogative to allow differential limits in F&O, Currency and commodity segments varying from client to client, depending upon credit worthiness and past conduct of each client or any other criteria which ARIVPL may find suitable.

ARIVPL Discretions on limits:

- 1. ARIVPL has discretion to change the limits on the basis of risk perception and other factors Considered relevant (such as broker level/exchange level limits in specific securities or Income declaration or volume Specific exposures based on surveillance measures)
- II. ARIVPL shall not be able to inform the client of such variation, reduction or imposition in advance.
- III. ARIVPL shall not be responsible for client's inability to execute any order on account of any such variation, reduction or imposition of limits.

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

ARIVPL shall have the right to sell client's positions or close out client's open positions, without giving notice to the client where there is a delay/failure of the client to 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. The margin shortfall in F&O, Currency and Commodity Segments:

Positions of the client may be closed out to the extent of margin shortfall on the T+1 basis /Real time monitoring basis.

B. Intra-day positions:

ARIVPL shall have right to close out any intra-day positions taken by the client after a defined 'Cutoff' time (Presently 15 minutes before close of market)

C. Risk Base Square off:

• All positions under All Product will be subject to 75% MTM Loss i.e. positions will be liquidated if loss reaches to a pre decided level of client margin loss. The OPEN positions (i.e. the carry forward overnight positions) and the intraday leverage position (across segments) will be squared off at 75% MTM Loss.

D. General:

- While selling/ closing the client positions, ARIVPL may not take into consideration Cheques showing uncleared although deposited by the client with ARIVPL until clear proceeds of such instruments are received by ARIVPL in its bank account. For this purposes Demand Draft / Pay order will not be taken into consideration.
- ARIVPL shall have the right to sell or close out client's position but it shall not be under any obligations to undertake this exercise compulsorily.
- ARIVPL shall have the right to sell or close out clients position in case of margin shortfall in the client account
- ARIVPL shall not be responsible for any losses and penalties / charges levied by exchanges(s) caused on such square off.
- ARIVPL shall therefore not be under any obligation to compensate / or provide reasons of any delay or omission on its part to sell or close open positions of the client.

c) 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:

Client is not having adequate margins as per conditions in Risk Management policy.

B. F&O, Currency and Commodity Segment:

- The client has not made payment for Market to Market loss in Ledger.
- The "open" positions in a contract exceeded or are close to market wide cut off limits or client wise permissible positions by exchange

C. INTRA-DAY:

Clients will not be able to place intra-day orders after a cut-off time fixed by ARIVPL. (15 minutes prior to close of market)

D. Event Based:

• Where based on a corporate / market event, ARIVPL has the risk perception that further trading in the contracts may not be allowed to its clients and/or the market.

d) Temporarily suspending or closing a client's account at the clients' request

- ARIVPL may carry a periodic review of the client accounts and may suspend the accounts from trading in the following circumstances:
- The client is inactive for more than 12 month across group companies.
- The account is under investigation by any regulatory body.
- Based on the recommendations made by the branch manager due to excessive speculations, unclear balances.
- Physical contract notes are received back undelivered due to reasons like "no such person",
- "Addressee" left, refusal to accept mails, signature mismatch on POD's or other reasons which may create suspicion.
- 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 communication details viz., email id, mobile no., landline details or it is found to be belonging to a third person.
- Client lodges a complaint either directly with ARIVPL or through Exchange relating alleged Unauthorized Trades being executed in the account.
- On notices received from statutory, Government or Local authorities and Income Tax, a Judicial or Quasi-Judicial authority, etc.
- Client is reported to or known to have expired.
- ARIVPL may also suspend the account based on the written request received from the client.

e) Deregistering a client

- ARIVPL 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.
- ARIVPL may also initiate action for deregistering a client on basis of information found in sites of CIBIL, Watch out investors, world check or client having suspicious back ground, link with suspicious organization, etc.
- ARIVPL shall have right to close out the existing positions to recover its dues, if any, before de-registering the client.
- ARIVPL may freeze the assets of the client where it deems prudent, at time of de-registering a client.

f) Procedure for Activation of in-operative accounts

- Any client is not doing single transaction into trading account with us for a period of 12 months
- To activate these dormant / inoperative accounts, client is require to fill-up dormant activation form and provide the other related documents and details as per company policy
- Refund of surplus funds to Dormant Client: We have a system of advance intimation of dormant in client account and client money is return back on client request basis.

g) Intimation to clients

- Client can view details of his/her ledger, holdings, margin etc. via secured login on internet login provided to client.
- Regular intimations regarding debit, information about margin shortage with penalty amount, communication regarding liquidation is sent through SMS or email on the clients' registered mobile number or email address respectively.

h) Margin collection in Derivative segments

- Equity Derivative Segment:-
- Total Margin levied by exchange is to be given on upfront basis by Client.
- Mark to Market Losses are to be given as soon as margin calls are made by ARIVPL and client will have time only till T+1 working day to provide such
 margins.
- Currency Derivative Segment:-
- Total Margin levied by exchange is to be collected on upfront basis.
- Mark to Market Losses are to be given as soon as margin calls are made by ARIVPL and client will have time only till T+1 working day to provide such
 margins.
- Commodity Derivative Segment:-
- Total Margin (Initial + Exposure + Net Buy Premium) levied by exchange is to be collected on upfront basis.
- Other Margin and Mark to Market Losses are to be given as soon as margin calls are made by ARIVPL and client will have time only till T+1 working day to provide such margins.

The period of 'T+1' working days has been allowed to client to provide margin taking into account the practical difficulties often faced by the client only for the purpose of levy of penalty and it should not be construed that clients have been allowed 2 days to pay margin due from them.



- Due to the tightened security and increased vigilance in the wake of threats emanating from increasing terrorism, any failure on our part to discharge our duties cast on us under the applicable laws or we becoming an instrumental or a part of the chain in certain transaction, even if unknowingly or ignorantly, may land us in trouble.
- > There is an Act called) **Prevention of Money Laundering Act 2002. (PMLA)**
- The purpose of this act is to prevent the financing of terrorism and to prevent laundering of money i.e. to legalize or officialize or canalise the money generated from illegal activities like drug trafficking, organized crimes, hawala rackets and other serious crimes.
- This act is a part of the Global measures being taken by all the countries under the initiatives of Unagencies.
- > It is applicable to all SEBI Registered brokers/sub-brokers and other financial institution who are dealing in any kind of financial assets.
- > It is an obligation of the entities to whom this Act is applicable, to report certain kind of transactions routed through them to FINANCIAL INTELIGENCE UNIT, a department specially set up to administer this Act under the Ministry of Finance.
- The transactions which are supposed to be reported are cash transactions above rupees ten lakhs or series of cash transactions below ten lakhs but aggregating to above ten lakhs in a month or its equivalent in any foreign currency and the transactions which may not be in cash but suspicious in nature.
- > Any such above types of transaction, though not executed but attempted and failed are also required to be reported.
- The suspicious transaction can be related to the transaction under the circumstances such as;
- > Clients whose identity verification seems difficult or clients that appear not to cooperate
 - Asset management services for clients where the source of the funds is not clear or not in keeping with clients apparent standing /business activity;
 - Clients based in high risk jurisdictions;
 - Substantial increases in business without apparent cause;
 - Clients transferring large sums of money to or from overseas locations with instructions for payment in cash;
 - Attempted transfer of investment proceeds to apparently unrelated third parties;
 - Businesses undertaken by offshore banks/financial services,
 - Businesses reported to be in the nature of export/import of small items.
 - Unusual transactions by Clients of Special Categories (CSCs).
- Clients of Special Categories may include;
 - NRI/HNI/Trust/Charities/NGO/Organizations receiving donations
 - Companies having close family shareholdings or beneficial ownership
 - · Politically Exposed Persons
 - Companies offering foreign exchange offerings
 - Clients in high risk countries
 - Non face to face clients
 - Clients with dubious reputation as per public information available
- No trading or demat account can be opened in the name of entity whose name is listed on the banned entity list being maintained at United Nation's website at https://www.un.org/securitycouncil/
- > While opening the new accounts all the prescribed procedures of KYC and Client Identifications should strictly be followed in the context of ensuring the compliance under this act.
- > All the records of transactions and client identifications must be preserved in a manner which can be promptly retrieved and reported to the authorities in the specified format.
- This is the highlights of the requirements under the Act. Subbrokers / Authorised Persons / Remissers are advised to go through the SEBI's master circular athttp://www.sebi.gov.in / circulars / 2010 / mastercirCular.pdf for detailed information and understanding and also to visit the website of FIU-IND at http://fiuindia.gov.in
- The end clients are advised to co-operate with us by providing the additional information / documents, if asked for during the course of your dealings with us to ensure the compliance requirements under this Act.
- As a responsible citizen, it is our statutory as well as moral duty to be vigilant and to refrain from temptation of easy monetary gains, by knowingly or unknowingly supporting the people who are involved in the activities which are endangering our freedom and causing damage to the nation and to us as well.
- ightharpoonup For any further clarifications or information on the subject, principal Officer may be contacted.

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