

Instructions for filling up and completing the account opening form:

1. Please ensure that the form is complete in all respects and copies of the required documents are attached
2. Pin code in the address details and copy of PAN card is compulsory
3. Please put full signature at the bottom of each page and other places marked for this purpose
4. Original documents will be required for verification at the time of submission of the form
5. Please fill all information in capital letters
6. Please affix (not staple) a passport size photograph(s) on the space provided. Also, provide separate photograph(s) for each Holder/Partner/Key Management Personnel
7. Please furnish photocopy of original cheque through which initial credit is being provided to PRL STOCK & SHARE BROKERS PVT. LTD.

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Page No(s).	Particulars of Document Page	Significance of Document	Mandatory/ Voluntary
3 to 5	KYC Form (Individual)	To provide general information	Mandatory
6 to 9	KYC Form (Non Individual)	about Client	Mandatory
10	Brokerage & Charges Levied	To provide general information of types of charges and brokerage rate	Mandatory
11 to 15	Broker - Client Agreement (BSE) Part - A	To finalize the terms & conditions and rights and liabilities under Broking Services between Broker and Direct Client	Mandatory
16 to 20	Broker - Client Agreement (NSE) Part - A	To finalize the terms & conditions and rights and liabilities under Broking Services between Broker and Direct Client	Mandatory
21 to 29	Combined Risk Disclosure Document along with Annexure -1	To provide basic information or insight to the client about the risks associated with securities market visà- vis their rights and obligation	Mandatory
29	Disclosure for Proprietary Trading	To provide information about broker's pro trading	Mandatory
30 to 34	Information/Policy for general Information for the clients	Provides idea about Broker's RMS Policy, Exposure Limit, Brokerage Rate and other policies, restrictions etc.	Mandatory
35 to 56	Broker - Client Agreement (BSE) - (NSE) Part - B	To finalize the terms & conditions and rights and liabilities under Broking Services between Broker and Client in addition to Part A as stated above	Voluntary
57	Voluntary Documents for electronic updation of client	Voluntary document for getting information electronically	Voluntary
58 to 59	Voluntary Documents for Authorizing	Voluntary document for accounts clearance for operational convenience	Voluntary

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Page No(s).	Particulars of Document Page	Significance of Document	Mandatory/ Voluntary
60	Voluntary Documents for running account authorization	Voluntary document for getting authorization for running account	Voluntary
61	Voluntary Documents for sms / promotional calls authorization	Voluntary document for getting consent for sms / promotional calls	Voluntary
62	Voluntary Documents for confirming the account details	Voluntary document for confirmation of account details	Voluntary
63	Voluntary Documents for confirming client's transaction are under FEMA regulations	Voluntary document for confirmation of FEMA regulations	Voluntary
64	Mandatory Document for Proprietor Declaration	Mandatory Document for conformation of proprietor	Mandatory
65	Mandatory Document for HUF Declaration	Mandatory Document for conformation of HUF	Mandatory
66	Mandatory Document for Partnership Declaration	Mandatory Document for conformation of Partnership	Mandatory
66	Mandatory Document for Board Resolution Declaration	Mandatory Document for conformation of Board Resolution	Mandatory

INSTRUCTIONS FOR FILLING FORM

Instructions for filling up and completing the account opening document:

1. Please fill up the form in capital letters.
2. Please paste your photograph in the space provided and sign across it.
3. Please ensure that the form is properly filled up complete in all respects, attached with copies of required documents.
4. Please write your name as it appears in all your documents (Particularly PAN).
5. Specify the addresses along with city state and pin code as it appears in the proofs, pin code is compulsory.
6. Please affix full signature along with rubber stamp wherever applicable on every page and at all hand written information / blanks corrections.
7. Please note that if the signature on the form and the proof provided differs, the form will be liable for rejection such cases the client has to get his signatures verified by the banker / notary public.
8. Original documents will be verified at the time of filling of application.
9. The client agreement should be witnessed and name, address and signature of witness are compulsory.
10. Copy of a cancelled cheque leaf with preprinted name of client/passbook/bank statement containing name of client should be submitted for bank proof.
11. Kindly take as many photocopies of the Annexure A form as the number of Partners/Directors/ Trustees, as details have to be filled up for all the Partners/ Directors / Trustees.

PLEASE READ THE FOLLOWING INSTRUCTIONS

DOCUMENTS CHECK LIST

Individual

1. A passport size photograph (Self Attested)
2. Proof of Demat Account(Self Attested)
3. Proof of Bank Account (Self Attested)
4. Photocopy of PAN Card (Self Attested)
5. Identity proof-Photocopy of any one of the following: (Self Attested):-
 - (i) Passport
 - (ii) PAN Card
 - (iii) Voter ID
 - (iv) Driving License
- (v) Ration Card with frequently used Bank Account and Depository Account in name of the client.
- (vi) MAPIN UIN Card
6. Address Proof-Photocopy of any one of the following (Self Attested):-
 - (i) Driving License
 - (ii) Passport
 - (iii) Ration Card
 - (iv) Voter Card
 - (v) Telephone Bill
 - (vi) Electricity Bill
 - (vii) Bank Statement
 - (viii) Insurance Policy
 - (ix) Certificate issued by employer registered under MAPIN
7. Duly signed running Account Authority Letter as per format in Annexure-1
8. Duly signed Annexure-7
9. Individual Category:
 - (i) Copy of Income Tax return
 - (ii) Form 16
 - (iii) Salary certificate
 - (iv) Bank statement of 6 month
 - (v) Property ownership document
 - (vi) DP holding statment

Proprietor Firm

1. All Documents and Annexure as required for "Individual"
2. Duly signed a declaration on the letter head of the firm as per Annexure-2
3. Affix rubber stamp at all places
4. Individual Category:
 - (i) Copy of IncomeTax return
 - (ii) Form 16
 - (iii) Salary certificate
 - (iv) Bank statement of 6 month
 - (v) Property ownership document
 - (vi) DP holding statment

Partnership Firm

1. Certified true copy of the Partnership Deed (certified by a managing partner)
2. Certificate of Registration from the Registrar of Firms;
3. Certified copy of the PAN Card of Partnership Firm
4. Copy of PAN/Passport/Election ID or Driving License of all Partners/Authorised officials
5. A passport size photograph of all the partners (Self Attested)
6. Certified Proof of the Demat Account (it should be joint account where all the partners are signatories)
7. List of all partners and their residential addresses on letter head of firm
8. Copy of last Income Tax Return filed.
9. Authority letter by all the partners in favor of Managing Partners as per Annexure-3
10. Affix rubber stamp at appropriate places
11. Running Account Authority Letter as per Annexure-1
12. Individual Category:
 - (i) Copy of Income Tax return
 - (ii) Form 16
 - (iii) Salary certificate
 - (iv) Bank statement of 6 month
 - (v) Property ownership document
 - (vi) DP holding statement

HUF

1. Proof of Identity & proof of Address of Karta as required for "Individual"
2. Certified Copy of PAN Card of HUF

3. Running Account Authority Letter as perAnnexure-1 along with Annexure-7
4. Signature of Karta and all the major co-parceners on the Declaration given in Annexure-6
5. Affix rubber stamp at appropriate places
6. Individual Category:
 - (i) Copy of Income Tax return
 - (it) From 16
 - (iii) Salary certificate
 - (iv) Bank statement of 6 month
 - (v) Property ownership document
 - (vi) DP holding statement

Corporates

1. Certified true copy of balance sheets for last two years (copy of balance sheet to be submitted every year)
2. Copy of latest share holding pattern including list of all those holding more than 5% in the share capital of the company, duly certified by the company secretary/ Whole-time director/MD. (Copy of updated shareholding pattern to be submitted every year)
3. Copy of Memorandum & Articles of Association of the company
4. Board resolution as per Annexure-4 on letter head of the company
5. Photographs of Partners/Whole time directors, individual promoters holding 5% or more, either directly or indirectly, in the shareholding of the company and of persons authorized to deal in Securities.
6. Certified Copy of PAN Card of the company.
7. Copy of PAN/Passport/Voter ID/Ration Card or Driving License of Directors/Authorized officials.
8. A passport size photograph of the Directors/Authorized officials
9. Proof of the demat Account (duly certified)
10. Duly signed running Account authority Letter as per Annexure-1, along with Annexure-3,5,7
11. List of Directors and Promoters and their residential address
12. Net worth certificate by a Chartered Accountant
13. Letter from Banker certifying account No. and the period for which the company account has been operative and Attestation of signatures of Promoters/Directors/Key Managerial Persons.
14. Names of Whole Time Directors and their residential address (in their letter head)
15. Individual Category:
 - (i) Copy of Income Tax return
 - (ii) Form 16
 - (iii) Balance Sheet, Profit & Loss Statement
 - (iv) Bank statement of 6 month
 - (v) Property ownership document
 - (vi) DP holding statement

For NRI

1. Copy of RBI Approval Letter as provided by Bank
2. Copy of passport (all pages self attested)
3. Indian and Foreign addresses of client along with the proof, self attested.
4. Power of Attorney Letter to whom power is given for signature & trading on behalf of him (certified true copy)
5. Personal details of Authorised person to whom the power of Attorney is given for signature & trading on behalf of him.
6. Photocopy of PAN Card (Self Attested)
7. Individual Category:
 - (i) Copy of Income Tax return
 - (ii) Form 16
 - (iii) Balance Sheet, Profit & Loss Statement
 - (iv) Bank statement of 6 month.
 - (v) Property ownership document
 - (vi) DP holding statement

Other Categories:

- (i) Net-worth certificate
- (ii) Property ownership document
- (iii) DP holding statement

**PRL STOCK & SHARE BROKERS PVT. LTD.**

Sagar Apartment, Ground Floor, S.J. Road, Athgaon, Guwahati - 781 001 (Assam)

MEMBER : NATIONAL STOCK EXCHANGE OF INDIA LIMITED

SEBI REGN. NO. : INB/F 231220931 • Clearing No. 12209

MEMBER : BOMBAY STOCK EXCHANGE LIMITED

SEBI REGN. NO. : INB/F 011220937 • Clearing No. 6140

SERVICE TAX REGN. NO. : AADCP4043LST001

Please affix
and sign
on the
Photograph**INDIVIDUAL / HUF / PROPRIETORSHIP CLIENT REGISTRATION FORM**

I/We request you to register me/us as your Client/Constituent. I/We have read the Rules, Byelaws and Regulations of the Exchanges and agree to abide by them. In this regard I/We give the following information as required by SEBI/NSE/BSE

CLIENT DETAILS**Name :**

<i>First Name</i>	<i>Middle Name</i>	<i>Surname</i>
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Father's/Husband's Name:

Date of Birth :	Day		Month		Year			
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Marital Status:
Gender: Male Female
Permanent Account Number:

(Certified copy of the PAN Card is Mandatory)

Permanent / Residential Address :

City	PIN	State	Country
Phone No. (With STD code)	Res.	Mobile No.	
Fax No.	E-mail ID		
Nationality	Residential Status	Resident/NRI/Others	
Educational Qualification			

Correspondence Address:

(Address proof to be submitted)

City	PIN	State	Country
Phone No. (With STD code)	Res.	Mobile No.	
Fax No.	E-mail ID		

OCCUPATION DETAILS : (Tick whichever is applicable)
 Employed Self employed Business Professional Housewife Others
If Employed:

Name of Employer	
Office Address	
	PIN:
Phone No. (With STD codes)	Fax No:
Employed Since	Designation:

If Self Employed/Business/Professional

Name of the Establishment	Established Since	
Office Address		
City	PIN	State
Country	Phone No. (With STD codes)	Fax No.



BANK ACCOUNT DETAILS

Bank Name (through which transaction will generally be routed)	Branch Address	Bank A/C No.	A/C Type	9 Digit MICR No.

Name to be printed in cheque :

DEPOSITORY ACCOUNT DETAILS

Beneficiary ID	Name of Beneficiary	DP ID	Name of the DP

FINANCIAL DETAILS








Income (Annual Income in last 3 years)	below Rs. 1 Lac: <input type="checkbox"/>	Rs. 1-5 lacs <input type="checkbox"/>	Rs. 5-10 lacs <input type="checkbox"/>
	Rs. 10-25 lac <input type="checkbox"/>	Above Rs. 25 lac <input type="checkbox"/>	

Document any Evidence

INVESTMENT/TRADING EXPERIENCE, EXCHANGE AND SEGMENT PREFERENCE

Prior experience No year(s) in equity year(s) in Derivatives
year(s) in other investment related fields

TRADING PREFERENCE

NSE <input type="checkbox"/>	Derivatives <input type="checkbox"/>	Currency <input type="checkbox"/>
Equity <input type="checkbox"/>		
Signature 	Signature 	Signature 
BSE	Derivatives <input type="checkbox"/>	
Equity <input type="checkbox"/>		
Signature 	Signature 	
MFSS <input type="checkbox"/>	WDM <input type="checkbox"/>	
Signature 	Signature 	
Details of any action taken by SEBI/Stock Exchange/ any other authority against the constituents/client in charge of dealing in securities for violation of Securities laws/other economic offences.	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	If yes, mention details	

PROTFOLIO DETAILS

Market Value of portfolio (Rs.) as on



OTHER BROKER'S / SUB-BROKER'S DETAILSWhether registered with any other broker-member/Sub-Broker in India YES NO

Name of Broker / Sub Broker & Exchange

Unique Client ID

Broker / Sub-Broker's Complete Address & Telephone No.

INTRODUCER'S DETAILS

Name

Address

Signature

Relationship with Applicant

CLIENT INTERVIEWED BY EMPLOYEE

Name

Designation

Signature

DECLARATION

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

Place: _____

Date: _____

_____
(Signature of the constituent / client)



PRL STOCK & SHARE BROKERS PVT. LTD.

Sagar Apartment, Ground Floor, S.J. Road, Athgaon, Guwahati - 781 001 (Assam)

MEMBER : NATIONAL STOCK EXCHANGE OF INDIA LIMITED

SEBI REGN. NO. : INB/F 231220931 • Clearing No. 12209

MEMBER : BOMBAY STOCK EXCHANGE LIMITED

SEBI REGN. NO. : INB/F 011220937 • Clearing No. 6140

SERVICE TAX REGN. NO. : AADCP4043LST001

NON-INDIVIDUAL CLIENT REGISTRATION FORM

I/We request you to register me/us as your Client/Constituent. I/We have read the Rules, Byelaws and Regulations of the Exchanges and agree to abide by them. In this regard I/We give the following information as required by SEBI/NSE/BSE

CLIENT DETAILS

Name of the Company / Firm :

Registered Office Address :

City		PIN	
State		Country	
Phone No. (with STD code)		Mobile No.	
Fax No.		E-mail ID	

Correspondence Address :

(Address proof to be submitted)

City		PIN	
State		Country	
Phone No. (with STD code)		Mobile No.	
Fax No.		E-mail ID	

Date of Incorporation :

Date of Commencement of Business :

Nature of Business :

Registration Number :

(with ROC, SEBI or any Government Authority)

Permanent Account Number (PAN) :

(Certified copy of PAN card is mandatory)

DETAILS OF PROMOTERS / PARTNERS

Name	Designation	Residential Address & Phone No.



DETAILS OF WHOLE TIME DIRECTORS :

Name	Designation	Residential Address & Phone No.

NAME AND DESIGNATION OF PERSONS AUTHORISED TO DEAL IN SECURITIES ON BEHALF OF THE COMPANY/FIRM (Board Resolution to be submitted)

Name	Designation	Residential Address & Phone No.

BANK ACCOUNT DETAILS

Bank Name (through which transaction will generally be routed)	Branch Address	Bank A/C No.	A/C Type	9 Digit MICR No.








DEPOSITORY ACCOUNT DETAILS

Beneficiary ID	Name of Beneficiary	DP ID	Name of the DP

INVESTMENT/TRADING EXPERIENCE, EXCHANGE AND SEGMENT PREFERENCE

Prior experience No year(s) in equity year(s) in Derivatives
year(s) in other investment related fields

TRADING PREFERENCE

NSE <input type="checkbox"/>		
Equity <input type="checkbox"/>	Derivatives <input type="checkbox"/>	Currency <input type="checkbox"/>
Signature 	Signature 	Signature 
BSE <input type="checkbox"/>		
Equity <input type="checkbox"/>	Derivatives <input type="checkbox"/>	
Signature 	Signature 	
MFSS <input type="checkbox"/>		WDM <input type="checkbox"/>
Signature 		Signature 



OTHER BROKER'S / SUB-BROKER'S DETAILSWhether registered with any other broker-member/Sub-Broker in India YES NO

Name of Broker / Sub Broker & Exchange

Unique Client ID

Broker / Sub-Broker's Complete Address & Telephone No.

INTRODUCER'S DETAILS

Name

Address

Signature

Relationship with Applicant

CLIENT INTERVIEWED BY EMPLOYEE

Name

Designation

Signature

DECLARATION

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













Place:

Date:

_____
(Signature of the constituent / client)

Mandatory

ANNEXURE A TO CLIENT REGISTRATION FORM : FIRM / CORPORATES
Details of Partners / Directors (use extra sheets if necessary)

1 Name	<table border="1" style="width: 100%;"><tr><td style="width: 33%;">First Name</td><td style="width: 33%;">Father's/Husband's Name</td><td style="width: 33%;">Surname</td></tr><tr><td><input type="text"/></td><td><input type="text"/></td><td><input type="text"/></td></tr></table>	First Name	Father's/Husband's Name	Surname	<input type="text"/>	<input type="text"/>	<input type="text"/>	Please paste your Passport size Photograph here & Sign across it	
First Name	Father's/Husband's Name	Surname							
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Date of Birth	<table border="1" style="width: 100%;"><tr><td style="width: 60%;"><input type="text"/></td><td style="width: 10%;">Sex</td><td style="width: 30%;"><table border="1" style="display: inline-table;"><tr><td style="width: 50%; text-align: center;">M</td><td style="width: 50%; text-align: center;">F</td></tr></table></td></tr></table>	<input type="text"/>	Sex	<table border="1" style="display: inline-table;"><tr><td style="width: 50%; text-align: center;">M</td><td style="width: 50%; text-align: center;">F</td></tr></table>	M	F			
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**MEMBER AND CONSTITUENT AGREEMENT
BETWEEN STOCK BROKER & CLIENT
(CASH, F&O AND CURRENCY DERIVATIVES SEGMENT)**



This agreement is entered with and executed at _____ this _____ day of _____ 20 ____ between: **PRL STOCK & SHARE BROKERS PVT. LTD.** a body corporate, registered / incorporated under the Companies Act, 1956, being a member of the National Stock Exchange of India Ltd. (hereinafter called "the Exchange"), and having its registered office at Sagar Apartment, Ground Floor, S.J. Road, Athgaon, Guwahati - 781 001 (Assam) (hereinafter called "the stockbroker") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include itself in the capacity of a trading member while trading in the derivatives segment, his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part:

AND

M/s./Mr./Mrs. _____ an individual/a sole proprietary concern/a partnership firm/ a body corporate, registered / incorporated under the provisions of the Indian Partnership Act, 1932 / the Companies Act, 1956, having its/his/her residence / registered Having its registered office at _____



_____ (hereinafter called "the client") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part.

Whereas the Stock broker is registered as the stock broker of the Exchange with SEBI registration number INB 231220931 in the Capital Market Cash Segment & INF 231220931 in Future & Option segment.

Whereas the client is desirous of Investing / trading in those securities/contracts /other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder from time to time.

Whereas the client has satisfied 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.

Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided: and client aware of the precise nature of the Stock Broker liability for business to be conducted, including any limitations, the liability & the capacity in which the Stock Broker Acts.

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

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

1. The client agrees to immediately notify the stock broker in writing if there is any change in the information in the client registration form' provided by the client to the stock broker at the time of opening of the account or at anytime thereafter.
2. The stock broker declares that it has brought the contents of the risk disclosure document to



the notice of client and made him aware of the significance of the said document. The client agrees that:

- a. He has read and understood the risks involved in trading on a stock exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
 - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the 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.
 - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The Client agrees to pay to the 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 agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye -laws of the relevant stock exchange/SEBI.
 4. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
 5. Without prejudice to the stock brokers other rights (including the right to refer a matter to arbitration), 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 clients liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
 6. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/ guidelines/Exchanges Rules/Regulations/Byelaws and circulars.
 7. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
 8. The stock broker agrees to inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange.
 9. 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 successors, heirs and assigns shall be entitled to any surplus which may result there from.
 10. The stock broker agrees that it shall co-operate in redressing grievances of the client in respect of



transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/ to be received by the client.


11. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
12. The 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 it may have had transactions in securities.
13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
14. The stock broker hereby agree that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant stock Exchange(s). In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/Partner(s)/ proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).
16. The 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.
17. The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
18. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
20. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
21. This agreement shall forthwith terminate; if the 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 issued by the Board is cancelled.
22. The stock broker and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case maybe.
23. In addition to the specific rights set out in this Agreement, 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 Exchange and circulars issued thereunder or Rules and Regulations

of SEBI.

24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.
25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that is 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 its/his client to any person or authority with the express permission of the client.

This agreement can be altered, amended and/or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligation of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock exchange, such changes, shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

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

	CLIENT	STOCK BROKER'S
Name / Trade Name		PRL STOCK & SHARE BROKERS PVT. LTD.
Title / Designation		Director / Authorised Signatory
Signature	 _____	
Company Stamp / Seal		
Witness (1) Signature		
Witness (1) Name		
Witness (1) Address		
Witness (2) Signature		
Witness (2) Name		
Witness (2) Address		

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

**MEMBER AND CONSTITUENT AGREEMENT
BETWEEN STOCK BROKER & CLIENT2
(CASH AND DERIVATIVES SEGMENT)**



This agreement is entered with and executed at _____ this _____ day of _____ 20 ____ between: **PRL STOCK & SHARE BROKERS PVT. LTD.** a body corporate, registered / incorporated under the Companies Act, 1956, being a member of The Bombay Stock Exchange Ltd. (hereinafter called "the Exchange"), and having its registered office at Sagar Apartment, Ground Floor, S.J. Road, Athgaon, Guwahati - 781 001 (Assam) (hereinafter called "the stockbroker") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include itself in the capacity of a trading member while trading in the derivatives segment, his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part:

AND

M/s./Mr./Mrs. _____ an individual/a sole proprietary concern/a partnership firm/ a body corporate, registered / incorporated under the provisions of the Indian Partnership Act, 1932 / the Companies Act, 1956, having its/his/her residence / registered Having its registered office at _____




_____ (hereinafter called "the client") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives its successors, as the case may be, of the Other Part.

Whereas the Stock broker is registered as the stock broker of the Exchange with SEBI registration number INB 011220937 in the Capital Market Cash Segment & INF 011220937 in Derivatives segment.

Whereas the client is desirous of Investing / trading in those securities/contracts /other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder from time to time.

Whereas the client has satisfied 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.

Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided and client aware of the precise nature of the Stock Broker liability for business to be conducted, including any limitations, the liability & the capacity in which the Stock Broker Acts.

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

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

1. The client agrees to immediately notify the stock broker in writing if there is any change in the information in the client registration form' provided by the client to the stock broker at the time

 _____

of opening of the account or at anytime thereafter.

2. The stock broker declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
 - a. He has read and understood the risks involved in trading on a stock exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
 - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the 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.
 - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The Client agrees to pay to the 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 agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye -laws of the relevant stock exchange/SEBI.
4. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
5. Without prejudice to the stock brokers other rights (including the right to refer a matter to arbitration), 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 clients liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
6. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/ guidelines/Exchanges Rules/Regulations/Byelaws and circulars.
7. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
8. The stock broker agrees to inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange.
9. 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 successors, heirs and assigns shall be entitled to any surplus which may result there from.



10. The stock broker agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/ to be received by the client.
11. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
12. The 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 it may have had transactions in securities.
13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
14. The stock broker hereby agree that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant stock Exchange(s). In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/Partner(s)/ proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).
16. The 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.
17. The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
18. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
20. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
21. This agreement shall forthwith terminate; if the 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 issued by the Board is cancelled.
22. The stock broker and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case maybe.
23. In addition to the specific rights set out in this Agreement, 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 Exchange and circulars issued thereunder or Rules and Regulations of SEBI.

24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.
25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that is 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 its/his client to any person or authority with the express permission of the client.

This agreement can be altered, amended and/or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligation of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock exchange, such changes, shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

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

	CLIENT	STOCK BROKER'S
Name / Trade Name		PRL STOCK & SHARE BROKERS PVT. LTD.
Title / Designation		Director / Authorised Signatory
Signature	 _____	
Company Stamp / Seal		
Witness (1) Signature		
Witness (1) Name		
Witness (1) Address		
Witness (2) Signature		
Witness (2) Name		
Witness (2)		

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

TRIPARTITE AGREEMENT BETWEEN STOCK BROKER, SUB-BROKER AND CLIENT

This Agreement (hereinafter referred to as "Agreement") is entered into on this _____ day of _____ 20_____, by and between **PRL STOCK & SHARE BROKERS PVT. LTD.** (hereinafter referred to as "the stock broker"), a body corporate incorporated under the provisions of Companies Act 1956 a PRIVATE LIMITED COMPANY and having his/its office/registered office at Sagar Apartment, Ground Floor, S.J. Road, Athgaon, Guwahati - 781 001 (Assam) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case maybe, of the First Part;

Client

AND



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

Sub Broker

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

AND



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

Stock Broker

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

WHEREAS



1. The stock broker states that it is engaged, in the business of stock broking having membership of National Stock Exchange of India Ltd (hereinafter referred to as "the Stock exchange") with SEBI registration Number(s) INB 231220931 in the Capital Market Cash Segment & INF 231220931 in Derivatives (F&O) segment & INE 231220931 In the Currency Derivatives Segment.
2. The sub-broker states that:
 - a) The sub broker is recognized by National Stock Exchange of India Ltd as a sub-broker affiliated to the stock broker of the stock exchange with sub-broker SEBI registration



Client



Sub Broker



Stock Broker

Number (s)

- b) The sub-broker is not affiliated to any other member of the same stock exchange,
 - c) The sub-broker has the necessary infrastructure like adequate office space, equipment and manpower to effectively discharge his/its activities.
3. The Client is registered with the sub-broker as a client for purpose of availing broking services through the sub-broker affiliated to the stock broker and is desirous of investing/trading in those securities/ contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder from time to time. A copy of the Client Registration form is annexed hereto.
4. Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and
5. Whereas the stock broker has taken steps and shall take steps to make the client aware of the precise nature of the Stock broker's/sub broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker/sub broker acts.

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

1. The stock broker and sub broker hereby acknowledge and confirm that the sub-broker is affiliated to the stock broker and that the sub-broker shall within the scope of the authority given under these presents, be entitled to act as a 'sub-broker' within the meaning and subject to SEBI (Stock Brokers and Sub- Brokers) Rules, 1992 and SEBI (Stock Brokers and Sub-Brokers) Regulations 1992 (hereinafter referred to as the said "Rules" and "Regulations" respectively) as amended from time to time, for assisting the client in buying, selling or dealing in securities through the stock broker.
2. The stock broker, the sub-broker and the client agree that they shall abide by all the statutory responsibilities and obligations imposed on them by the rules, regulations and / or any other rules or regulations applicable to the stock brokers, the sub-brokers and the clients in general either framed by SEBI or by the relevant stock exchange/clearing corporation and/or any Government Circulars.
3. The stock broker and the sub broker declare that they have brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
- a. He has read and understood the risks involved in trading on a stock exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
 - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the 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.
 - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged



Client



Sub Broker



Stock Broker

to pay (or entitled to receive) such further sums as the contract may dictate/require.

4. The Client agrees to 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 \ the sub-broker renders to the Client. The stock broker agrees that It shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and byelaws of the relevant stock exchange/SEBI.
5. The stock broker and the sub broker agree that they shall co-operate and help each other in redressing grievances of the client in respect of transactions routed through them and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/ to be delivered or received/to be received by the clients of subbroker from the member and vice-versa.
6. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
7. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/ guidelines/Exchanges Rules/Regulations/Byelaws and circulars.
8. The stock broker and the sub-broker agree that each of them shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through them and they shall not jointly or severally do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
9. The stock broker agrees to inform the sub-broker/client and keep them apprised about trading/ settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the sub-broker/client to comply with such schedules/procedures of the relevant stock exchange.
10. The sub broker will provide assistance to stock broker and client to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
11. The stock broker shall issue, individually for each client of his sub broker, contract notes in the format prescribed by the relevant stock exchange. The sub-broker shall render necessary assistance to his client in obtaining the contract note from the stock broker.
12. The stock broker, the sub-broker and the client agree to abide by any award passed. by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
14. The stock broker and the sub-broker hereby agree that they will assist and cooperate with each other in ensuring faster settlement of any arbitration proceedings arising out of the transactions entered into between them vis-a-vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings. In case of an award against a sub broker, if the sub broker fails to implement the award, the stock broker shall be liable to implement the same and would be entitled to recover the same from the sub broker.



Client



Sub Broker



Stock Broker

15. The stock broker and the sub-broker hereby agree that all transactions in securities on behalf of the clients of the sub-broker shall be settled by delivery and/ or payment, between the stock broker and the client in accordance with the provisions of rules, bye-laws and regulations of the relevant stock exchange on which the transactions took place and subject to the procedures for settlement of transactions laid down by the relevant stock exchange from time to time.
16. Information about default in payment/delivery and related aspects by a client, including that of a sub broker as a client shall be brought to the notice of the relevant stock Exchange(s) by the stock broker. In case where defaulting sub -broker/client is a corporate entity/partnership/ proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/ Partner(s)/proprietor as the case may be, shall also be communicated to the relevant stock exchange(s) by the stock broker.
17. The stock broker, the sub-broker or the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties at their respective addresses mentioned below. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into -prior to the termination of this agreement shall continue to subsist and vest in/ be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
18. In the event of sub broker terminating this agreement and/or termination of the agreement with the sub broker by the 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 agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate the agreement by giving a notice in writing of not less than one month.
19. This agreement shall forthwith terminate;
 - (i) 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 issued by the Board is cancelled;
 - (ii) upon the demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or /withdrawal of recognition of the sub-broker by the stock exchange. Provided however, in such an event, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimate to the stock broker or the stock broker intimates to the client his/its intention to terminate the agreement by giving one month notice in writing.
20. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
21. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, 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 successors, heirs and assigns shall be entitled to any surplus which may result therefrom.



Client



Sub Broker




Stock Broker

22. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), 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.
23. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
24. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, member shall be entitled to cancel the respective contract(s) with client(s)
25. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
26. The client agrees to immediately notify the stock broker/sub broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker/sub broker at the time of opening of the account or at any time thereafter.
27. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
28. In addition to the specific rights set out in this Agreement, the stock broker, the sub-broker and the client shall be entitled to exercise any other rights which the stock broker, sub broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
29. The stock broker and the sub-broker hereby undertake to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements:
 Provided however that the stock broker or subbroker may so disclose information about his client to any person or authority with the express permission of the client.
30. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
31. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.


This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

 _____
 Client

 _____
 Sub Broker

 _____
 Stock Broker

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

Member	Sub-broker	Client
<p>PRL STOCK & SHARE BROKERS PVT. LTD.</p> <p>Sagar Apartment, Ground Floor, S.J. Road, Athgaon, Guwahati - 781 001 (Assam)</p> <p>For PRL STOCK & SHARE BROKERS PVT. LTD.</p> <p>Sign. _____ Director / Authorised Signatory</p>	<p>Title : _____ _____</p> <p>SEBI REG. No. : _____</p> <p>Address : _____ _____</p> <p>Sign. _____</p> <p>Name : _____</p>	<p>Title : _____ _____</p> <p>Address : _____ _____</p> <p>Sign.  _____</p>
<p>Company Stamp / Seal</p>		
<p style="text-align: center;">WITNESS</p> <p>Signature _____</p> <p>Name : _____</p> <p>Address : _____ _____</p> <p>Signature _____</p> <p>Name : _____</p> <p>Address : _____ _____</p>	<p style="text-align: center;">WITNESS</p> <p>Signature _____</p> <p>Name : _____</p> <p>Address : _____ _____</p> <p>Signature _____</p> <p>Name : _____</p> <p>Address : _____ _____</p>	<p style="text-align: center;">WITNESS</p> <p>Signature _____</p> <p>Name : _____</p> <p>Address : _____ _____</p> <p>Signature _____</p> <p>Name : _____</p> <p>Address : _____ _____</p>

TRIPARTITE AGREEMENT BETWEEN STOCK BROKER, SUB-BROKER AND CLIENT

This Agreement (hereinafter referred to as "Agreement") is entered into on this _____ day of _____ 20____, by and between _____

PRL STOCK & SHARE BROKERS PVT. LTD. (hereinafter referred to as "the stock broker"), a body corporate incorporated under the provisions of Companies Act 1956 and having his/its office/ registered office at Sagar Apartment, Ground Floor, S.J. Road, Athgaon, Guwahati - 781 001 (Assam) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case maybe, of the First Part;

AND

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

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

AND

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

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

WHEREAS

1. The stock broker states that it is engaged, in the business of stock broking having membership of Bombay Stock Exchange Limited (hereinafter referred to as "the Stock exchange") with SEBI registration Number(s) INB 011220937 in the Capital Market Cash Segment & INF 011220937 in Derivatives segment.
2. The sub-broker states that:
 - a) The sub broker is recognized by Bombay Stock Exchange Limited as a sub-broker affiliated to the stock broker of the stock exchange with sub-broker SEBI registration Number (s)
 - b) The sub-broker is not affiliated to any other member of the same stock exchange,

Client





Sub Broker



Stock Broker



 _____
Client

 _____
Sub Broker

 _____
Stock Broker

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

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

1. The stock broker and sub broker hereby acknowledge and confirm that the sub-broker is affiliated to the stock broker and that the sub-broker shall within the scope of the authority given under these presents, be entitled to act as a 'sub-broker' within the meaning and subject to SEBI (Stock Brokers and Sub- Brokers) Rules, 1992 and SEBI (Stock Brokers and Sub-Brokers) Regulations 1992 (hereinafter referred to as the said "Rules" and "Regulations" respectively) as amended from time to time, for assisting the client in buying, selling or dealing in securities through the stock broker.
2. The stock broker, the sub-broker and the client agree that they shall abide by all the statutory responsibilities and obligations imposed on them by the rules, regulations and / or any other rules or regulations applicable to the stock brokers, the sub-brokers and the clients in general either framed by SEBI or by the relevant stock exchange/clearing corporation and/or any Government Circulars.
3. The stock broker and the sub broker declare that they have brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
 - a. He has read and understood the risks involved in trading on a stock exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
 - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the 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.
 - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
4. The Client agrees to pay to the 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 \ the sub-broker renders to the Client. The stock broker agrees that It shall not charge brokerage



Client



Sub Broker



Stock Broker

more than the maximum brokerage permissible as per the rules, regulations and byelaws of the relevant stock exchange/SEBI.

5. The stock broker and the sub broker agree that they shall co-operate and help each other in redressing grievances of the client in respect of transactions routed through them and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/ to be delivered or received/to be received by the clients of subbroker from the member and vice-versa.
6. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
7. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/ guidelines/Exchanges Rules/Regulations/Byelaws and circulars.
8. The stock broker and the sub-broker agree that each of them shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through them and they shall not jointly or severally do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities,
9. The stock broker agrees to inform the sub-broker/client and keep them apprised about trading/ settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the sub-broker/client to comply with such schedules/procedures of the relevant stock exchange.
10. The sub broker will provide assistance to stock broker and client to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
11. The stock broker shall issue, individually for each client of his sub broker, contract notes in the format prescribed by the relevant stock exchange. The sub-broker shall render necessary assistance to his client in obtaining the contract note from the stock broker.
12. The stock broker, the sub-broker and the client agree to abide by any award passed. by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
14. The stock broker and the sub-broker hereby agree that they will assist and cooperate with each other in ensuring faster settlement of any arbitration proceedings arising out of the transactions entered into between them vis-a-vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings. In case of an award against a sub broker, if the sub broker fails to implement the award, the stock broker shall be liable to implement the same and would be entitled to recover the same from the sub broker.
15. The stock broker and the sub-broker hereby agree that all transactions in securities on behalf of the clients of the sub-broker shall be settled by delivery and/ or payment, between the stock broker and the client in accordance with the provisions of rules, bye-laws and regulations of the relevant stock exchange on which the transactions took place and subject to the procedures for settlement of



Client



Sub Broker



Stock Broker

transactions laid down by the relevant stock exchange from time to time.

16. Information about default in payment/delivery and related aspects by a client, including that of a sub broker as a client shall be brought to the notice of the relevant stock Exchange(s) by the stock broker. In case where defaulting sub -broker/client is a corporate entity/partnership/ proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/ Partner(s)/proprietor as the case may be, shall also be communicated to the relevant stock exchange(s) by the stock broker.
17. The stock broker, the sub-broker or the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties at their respective addresses mentioned below. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into -prior to the termination of this agreement shall continue to subsist and vest in/ be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
18. In the event of sub broker terminating this agreement and/or termination of the agreement with the sub broker by the 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 agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate the agreement by giving a notice in writing of not less than one month.
19. This agreement shall forthwith terminate;
 - (i) 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 issued by the Board is cancelled;
 - (ii) upon the demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or /withdrawal of recognition of the sub-broker by the stock exchange. Provided however, in such an event, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimate to the stock broker or the stock broker intimates to the client his/its intention to terminate the agreement by giving one month notice in writing.
20. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
21. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, 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 successors, heirs and assigns shall be entitled to any surplus which may result therefrom.
22. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), 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.



Client



Sub Broker





Stock Broker

23. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
24. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, member shall be entitled to cancel the respective contract(s) with client(s)
25. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
26. The client agrees to immediately notify the stock broker/sub broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker/sub broker at the time of opening of the account or at any time thereafter.
27. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
28. In addition to the specific rights set out in this Agreement, the stock broker, the sub-broker and the client shall be entitled to exercise any other rights which the stock broker, sub broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
29. The stock broker and the sub-broker hereby undertake to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements:

Provided however that the stock broker or subbroker may so disclose information about his client to any person or authority with the express permission of the client.
30. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
31. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.


This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

 _____
Client

 _____
Sub Broker

 _____
Stock Broker

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

Member	Sub-broker	Client
<p>PRL STOCK & SHARE BROKERS PVT. LTD.</p> <p>Sagar Apartment, Ground Floor, S.J. Road, Athgaon, Guwahati - 781 001 (Assam)</p> <p>For PRL STOCK & SHARE BROKERS PVT. LTD.</p> <p>Sign. _____ Director / Authorised Signatory</p>	<p>Title : _____ _____</p> <p>SEBI REG. No. : _____</p> <p>Address : _____ _____</p> <p>Sign. _____</p> <p>Name : _____</p>	<p>Title : _____ _____</p> <p>Address : _____ _____</p> <p>Sign.  _____</p>
<p>Company Stamp / Seal</p>		
<p style="text-align: center;">WITNESS</p> <p>Signature _____</p> <p>Name : _____</p> <p>Address : _____ _____</p> <p>Signature _____</p> <p>Name : _____</p> <p>Address : _____ _____</p>	<p style="text-align: center;">WITNESS</p> <p>Signature _____</p> <p>Name : _____</p> <p>Address : _____ _____</p> <p>Signature _____</p> <p>Name : _____</p> <p>Address : _____ _____</p>	<p style="text-align: center;">WITNESS</p> <p>Signature _____</p> <p>Name : _____</p> <p>Address : _____ _____</p> <p>Signature _____</p> <p>Name : _____</p> <p>Address : _____ _____</p>

COMBINED RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET/CASH SEGMENT AND FUTURES & OPTIONS SEGMENT (TO BE GIVEN THE BROKER TO THE CLIENT)

This document is issued by the member of the National Stock Exchange of India Ltd. (hereinafter referred to as 'NSE') The Bombay Stock Exchange Ltd. (herein after referred to as BSE) which has been formulated by the Exchange in coordination with the Securities and Exchange Board of India (hereinafter referred to as 'SEBI') and contains important information on trading in Equities and F&O Segments of NSE/BSE. All prospective constituents should read this document before trading on Capital Market/Cash Segment or F&O segment of the Exchanges. NSE/BSE/SEBI does neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure document nor has NSE/BSE/SEBI endorsed or passed any merits of participating in the trading segments. This brief statement does not disclose all the risks and other significant aspects of trading. In the light of the risks involved, you should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk.

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

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

NSE/BSE does not provide of purport to provide any advice and shall not be liable to any person who enters into any business relationship with any trading member and/or sub-broker of NSE/BSE 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/investment 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 INVOLVED IN TRADING ON THE STOCK EXCHANGE (EQUITY AND OTHER INSTRUMENTS)

1.1 Risk of Higher Volatility :

Volatility refers to the dynamic changes in price that securities undergo when trading activity continues on the Stock Exchange. Generally, higher the volatility of a security/contract, greater is its price swings. There may be normally greater volatility in thinly traded securities /contracts than in active securities /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

Mandatory

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 / 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 / contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities / contracts purchased or sold. There may be a risk of lower liquidity in some securities / contracts as compared to active securities / 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/selling without intention of giving and/or taking delivery of a security, as part of a day trading strategy, may also result into losses, because in such a situation, stocks may have to be sold/purchased at a low/high prices, compared to the expected price levels, so as not to have any obligation to deliver/receive a security.

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 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 / contracts. This in turn will hamper better price formation.

1.4 Risk-reducing orders:

Most Exchanges have a facility for investors to place 'limit orders', 'stop loss orders' etc.'. The placing of such 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.

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 /contract, and such order gets activated if and when the stock / 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 stock 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 stock/ 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 New Announcements :

Issuers make news announcements that may impact the price of the securities /contracts. These announcements may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.

1.6 Risk of Rumours:

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



Mandatory

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 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 due to any action on account of unusual trading activity or stock hitting circuit filters or for any other reason.

1.8 System/Network Congestion:

Trading on NSE/BSE 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, any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond the control of 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 Futures and Options segment is concerned, please note and get yourself acquainted with the following additional features:

2.1 Effect of "Leverage" or "Gearing"

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

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

Mandatory

2.2 Risk of Option holders

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

2.3 Risks of Option Writers

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

3. GENERAL

3.1 Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

3.2 Deposited cash and property

You should familiarise yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be' governed by specific legislation or local rules. In some jurisdictions, property which has been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the member, the same shall be subject to arbitration as per the byelaws/regulations of the Exchange.

3.3 For rights and obligations of the clients, please refer to Annexure-1 enclosed with this document.

3.4 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a member for the purpose of acquiring and/or selling of securities through the mechanism provided by NSE/BSE.

3.5 The term members shall mean and include a trading member, a broker or a stock broker, who has been admitted as such by NSE/BSE and who holds a registration certificate as a stock broker from SEBI. I /We hereby acknowledge that I /We have received and understood this risk disclosure statement and appendix containing my /our rights and obligations.

3.6 The Trading Member is doing proprietary (Pro) trading apart from clients trading in all stock exchanges i.e. NSE/BSE I hereby acknowledge that I have received and undersigned this risk disclosure statement and document containing my rights and obligations

I hereby acknowledge that I have received and undersigned this risk disclosure statement and document containing my rights and obligation



Mandatory

ANNEXURE-1 INVESTORS' RIGHTS AND OBLIGATIONS: (NSE/BSE)


- 1.1 You should familiarise yourself with the protection 1.3 you should exercise due diligence and comply with the accorded to the money or other property you may deposit with your member, particularly in the event of a default in the stock market or the broking firm's insolvency or bankruptcy.
- 1.1.1 Please ensure that you have a documentary proof of your having made deposit of such money or property with the member stating towards which account such money or property deposited.
- 1.1.2 Further, it may be noted that the extent to which you may recover such money or property may be governed by the Bye-laws and Regulations of NSE/BSE and the scheme of the Investors' Protection Fund in force from time to time.
- 1.1.3 Any dispute with the member with respect to deposits, margin money, etc., and producing an appropriate proof thereof, shall be subject to arbitration as per the Rules. Byelaws/Regulations of NSE/BSE or its Clearing Corporation / Clearing House.
- 1.2 Before you begin to trade, you should obtain a clear idea from your member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
- 1.3 You should exercise due diligence and comply with the following requirements of the NSE/BSE and/or SEBI.
- 1.3.1 Please deal only with and through SEBI registered members of the Stock Exchange and are enabled to trade on the Exchange. All SEBI registered members are given a registration no., which may be verified from SEBI. The details of all members of NSE/BSE and whether they are enabled to trade may be verified from NSE website (www.nseindia.com) / BSE website (www.bseindia.com).
- 1.3.2 Demand any such information, details and documents from the member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.
- 1.3.3 Furnish all such details in full as are required by the member as required in "Know Your Client form, which may also include details of PAN or Passport or Driving Licence or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by SEBI/NSE/BSE at anytime, as is available with the investor.
- 1.3.4 Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of NSE/BSE or its Clearing Corporation / Clearing House from time to time, because this may be useful as a proof of your dealing arrangements with the member.
- 1.3.5 Give any order for buy or sell of a security in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the member.
- 1.3.6 Ensure that a contract note is issued to you by the member which contains minute records of every transaction. Verify that the contract note contains details of order no., trade number, trade time, trade price, trade quantity, name of security, client code allotted to you and showing the brokerage separately. Contract notes are required to be given/sent by the member to the investors latest on the next working day of the trade. Contract note can be issued by the member either in electronic form using digital signature as required, or in hard copy. In case you do not receive a contract note on the next working day or at a mutually agreed time, please get in touch with the Investors Grievance Cell of NSE/BSE without delaying.
- 1.3.7 Facility of Trade Verification is available on NSE website (www.nseindia.com) / BSE website (www.bseindia.com), where details of trade as mentioned in the contract note may be verified from the trade date upto five trading days. Where trade details on the website, do not tally with the details



Mandatory

mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of NSE/BSE.

- 1.3.8 Ensure that payment/delivery of securities against settlement is given to the concerned member within one working day prior to the date of pay-in announced by NSE/BSE or its Clearing Corporation / Clearing House. Payments should be made only by account payee cheque in favour of the firm/company of the trading member and a receipt or acknowledgement towards what such payment is made be obtained from the member. Delivery of securities is made to the pool account of the member rather than to the beneficiary account of the member.
- 1.3.9 In case pay-out of money and/or securities is not received on the next working day after date of pay-out announced by NSE/BSE or its Clearing Corporation /Clearing House, please follow-up with the concerned member for its release. In case pay-out is not released as above from the member within five working days, ensure that you lodge a complaint immediately with the Investors' Grievance Cell of NSE/BSE.
- 1.3.10 Every member is required to send a complete 'Statement of Accounts', for both funds and securities settlement to each of its constituents, at such periodicity as may be prescribed by time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof, to the member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell of NSE/BSE, without delaying.
- 1.3.11 Case of a complaint against a member/registered sub-broker, you should address the complaint to the Office as may be specified by NSE/BSE from time to time.
- 1.4 In case where a member surrenders his membership, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE, ensure that you lodge a claim with NSE/BSE/NSCCL/ Clearing House within the stipulated period and with the supporting documents.
- 1.5 In case where a member is expelled from trading membership or declared a defaulter, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE, ensure that you lodge a claim with NSE/BSE within the stipulated period and with the supporting documents.
- 1.6 Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/ Bye -laws and the scheme under the Investors' Protection Fund (IPF) may be payable first out of the amount vested in the Committee for Settlement of Claims against Defaulters, on pro-rata basis if the amount is inadequate. The balance amount of claims, if any, to a maximum amount of Rs.10 lakhs per investor claim, per defaulter/expelled member may be payable subject to such claims being found payable under the scheme of the IPF.

Client Signature  _____

Date:

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Notes:

1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a trading member of NSE/BSE for the purpose of acquiring and / or selling of securities through the mechanism provided by NSE/BSE.
2. The term 'member' shall mean and include a member or a broker or a stock broker, who has been admitted as such by NSE/BSE and who holds a registration certificate as a stock broker from SEBI
3. NSE/BSE may be substituted with names of the relevant exchanges, wherever applicable.

Mandatory

ANNEXURE -1

PRL STOCK & SHARE BROKERS PVT. LTD.
Sagar Apartment, Ground Floor, S.J. Road,
Athgaon, Guwahati - 781 001 (Assam)

AUTHORISATION

Dear Sir,


Please refer to the trading account opened with you, in my/our name for the purposes of dealing in Capital Markets (CM), Futures & Options (F&O), Currency Derivatives Segments on the stock exchange(s). With reference to the same, I/we direct and authorize you to carry out trading/dealing on my/our behalf as per instruction given below.

1. I/We request you to maintain running balance in my account & retain the credit balance of funds and/or securities in any of my/our account and to use the unused funds/securities towards my/our margin/pay-in/other future obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing corporation unless I/We instruct you otherwise
2. I/We request you to settle funds & Securities in my account atleast once in a calendar year I/We understand that settlement of my/our account would be done either once in a Calendar Quarter or once in a Calendar Month as specified by me/us.
3. I/We confirm you that I will bring to your notice any dispute arising from the statement of the account or settlement so made in writing within 7 working days from the date of receipt of funds/securities or statement of account or statement related to it, as the case may be at your registered office. After that I/We shall have no right to dispute the transaction, funds and/or securities ever and agree that you shall not be liable for any incidental loss/damage caused due to retention of funds and/or securities.
4. I/We hereby authorize you to see off a part or whole of the margin (i.e. by the way of appropriation of the relevant amount of cash or by sale or transfer of all or some of the securities which from part of the margin), against any of my/our dues or against the dues of a member of my/our "Family" (for the purpose of this agreement "Family" shall hereinafter mean all the individuals, relatives, group companies/firm/entities and such other persons) in the event of my/our failure or the failure of a member of my/our Family to meet any of their respective obligations under these terms.
5. I/We hereby authorize you to debit charges for Depository Service, or any other services, to my/our trading account.
6. I/We agree that any amount overdue from me/us shall be adjusted by you from dues owed to me/us by any of your group or associate company. Conversely, any money owed by any of your group or associate company to me/us shall offset against the dues owed by you to me/us.
7. I/We authorize you to setoff outstanding in any of our accounts against credits available or arising in any other accounts maintained with you irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange or in any other exchanges and/or against the value of cash margin or collateral shares provided to you by us.
8. I/We hereby authorise you to keep all the securities which we give you in margin including the payout of securities received by us for meeting margin / other obligation in stock exchange in whatever manner which may include pledging of shares in favour of bank and / or taking loan against the same of meeting margin/ pay - in obligation on our behalf or for giving the same as margin to the Stock Exchange or otherwise.
9. I/We request you to retain credit balance in any of my/our account and to use the idle funds towards our margin/future obligations at any or both the Exchanges unless I/We instruct you otherwise. I/We also authorize you to debit the necessary demat charged from time to time, for keeping the shares in your client demat beneficiary account on my/our behalf. I/We also authorise you to debit the financial charges @ 2% p.m. for the debit balances if any, in my/our account and not settled as per the exchange requirements.
10. I/We request you to consider my/our telephonic instructions for order placing/order modification/order cancellation as a written instruction and give me/us all the confirmation on telephone unless instructed otherwise in writing. I/We am/are getting required details from contracts issued by you.

Thanking You

Date

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Yours faithfully
(Signature) 

Client name: _____ Client code: _____

Mandatory

ANNEXURE-2
FORMAT OF DECLARATION BY FIRM (SOLE-PROPRIETORSHIP)
(To be obtained on pre-printed Letter Head of the Firm)

PRL STOCK & SHARE BROKERS PVT. LTD.

Sagar Apartment, Ground Floor, S.J. Road, Athgaon,
Guwahati - 781 001 (Assam)

Dear Sir,

I refer to the trading account opened with you in the name of _____ and declare and authorize you as under:

I recognize that a beneficiary account cannot be opened with a depository and client code _____ participant in the name of a sole proprietorship firm as per Depository Regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the share transfer obligations pursuant to the trading operations, I authorize you to recognize the beneficiary Account No _____ with Depository _____ having DP ID _____ opened in the name of the undersigned who is the sole proprietor of the firm.


I agree that the obligation for shares purchased and/or sold by the firm will be handled and completed through transfers to form the above-mentioned account. I recognize and accept transfers made by you to the beneficiary account as completion of obligation by you in respect of trades executed in the above trading account of the firm.

Signature _____

The cheques/DD may be issued by me from my individual account or my joint account with some one else. The amounts so given shall be solely/exclusively for credit to the account of my sole proprietorship firm M/s _____ with PRL STOCK & SHARE BROKERS PVT. LTD. shall not lay any claim whatsoever in future against PRL STOCK & SHARE BROKERS PVT. LTD. for affording credit of such Cheques/DDs issued from my individual/joint account credit of which has been provided by PRL STOCK & SHARE BROKERS PVT. LTD. to the account of my proprietorship firm M/s _____

Thanking you,.

Yours truly,

Signature:  _____

Name: _____

Mandatory

ANNEXURE-3

FORMAT OF AUTHORITY LETTER IN FAVOUR OF MANAGING PARTNER/S

(To be obtained on pre-printed Letterhead of firm)

PRL STOCK & SHARE BROKERS PVT. LTD.

Sagar Apartment, Ground Floor, S.J. Road,
Athgaon, Guwahati - 781 001 (Assam)

Dear Sir,

We the partners of M/s _____
a partnership firm, having its office at _____ city
_____ State _____ hereby authorize Mr/Ms/Mrs _____ open
a Securities trading account in Capital Market segment, F&O segment and NSE Currency Derivatives
Segment on behalf of the firm M/s _____ with the Stock Broker,
PRL STOCK & SHARE BROKERS PVT. LTD. for sale and purchase of shares/debentures/Currencies or
any other segment that may be introduced by NSE/BSE in future, He/she/they is/are authorized on behalf of
the firm to deal in Equities, Derivatives, Debentures, Debt products and the said Stock Broker is hereby
authorized to honor all instructions oral or written, given on behalf of the firm by him/her/them.

Mr./Ms _____ and

Mr./ Ms _____ is/are authorized to sell purchase, transfer endorse, negotiate documents
and/or/otherwise deal through PRL STOCK & SHARE BROKERS PVT. LTD. on behalf of the firm
M/s _____ He/she/they is/are also authorized to sign, execute and submit such applications,
undertakings, agreements and other requisite Documents, writings and deeds as may be deemed necessary
or expedient to open account and give effect to this purpose. However any partner/authorized to signatory(ies)
can issue cheques from bank account(s) in favour of PRL STOCK & SHARE BROKERS PVT. LTD. for
credit to share trading account of the firm with PRL STOCK & SHARE BROKERS PVT. LTD. even through
his/their signatures may not be available on the records of PRL STOCK & SHARE BROKERS PVT. LTD.
These cheques may either be from the account of partnership firm or from individual account, the said
amount so given shall be solely/exclusively for the account of the firm maintained with PRL STOCK &
SHARE BROKERS PVT. LTD.

We also recognize that a beneficiary account can not be opened with a Depository Participant in the name
of the partnership firm as per Depository regulations. To facilitate the operation of the above trading account
with you and for the purpose of completing the Securities transfer obligations, pursuant to the trading
operations. We authorize you to recognized the beneficiary account No _____ with Depositor
having DP ID _____ opened as a single/jointly in the name of Managing partner/partners of
the firm We agree that the obligations for shares purchased and/or sold by the firm will be handled and
completed through transfers to/from the above-mentioned account.

We recognize and accept transfers made by you to the beneficiary account as complete discharge of
obligations by you in respect of trades executed in the above trading account of the firm.

Thanking you,

Yours truly,

Name of Partners : _____ _____ _____ _____	Signature of Partner : _____ _____ _____
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Mandatory

**ANNEXURE-4
FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATES**

(To be obtained on preprinted letter head of the company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF _____ LTD. AND HAVING ITS REGISTERED OFFICE AT _____

_____ HELD ON _____ DAY _____

OF _____ 20 _____ AT _____

Resolved that the Company is empowered to deal on Capital Market segment/ Futures and Options segment, NSE Currency Derivatives Segment or any other segment that may be introduced by NSE/BSE and in pursuance of the same do enter into agreement with PRL STOCK & SHARE BROKERS PVT. LTD. Member of the National Stock Exchange of India Ltd.(NSE) and Bombay Stock Exchange Ltd (BSE) the said Trading Member be and is hereby authorized to honor instructions, oral or written given on behalf of the company by any of the under noted authorized signatories

Name	Designation	Signature
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____
5 _____	_____	_____

Who is/are authorised to sell, purchase, transfer, endorse negotiate documents and/or otherwise deal through PRL STOCK & SHARE BROKERS PVT. LTD. on behalf of the company.

RESOLVED FURTHER THAT Mr. _____ and / or Mr _____ Director and/or Mr _____ Authorised Signatory of the Company be and are hereby authorized to sign execute and submit such applications undertakings agreements and other requisite documents writings and deeds as may be deemed necessary or expedient to resolved further that the Common Seal of the Company be affixed wherever necessary, in the presence of any Directors and Company Secretary who shall sign the same in token of the presence.

For _____ Ltd. Chairman/Company Secretary

(Name of the company with company seal)

Mandatory

ANNEXURE - 6

DECLARATION BY KARTA AND ALL CO-PARCERNERS IN CASE OF HUF ACCOUNT

PRL STOCK & SHARE BROKERS PVT. LTD.

Sagar Apartment, Ground Floor, S.J. Road,
Athgaon, Guwahati - 781 001 (Assam)

Client ID _____

1. WHEREAS THE Hindu Undivided Family of _____ is carrying on business in the firm Share Trading Account with PRL STOCK & SHARE BROKERS PVT. LTD. (hereinafter referred as 'Member') We undersigned hereby confirm and declare that we are the present adult co-present of the said joint family; that Sh _____ is the present Karta of the said joint family.

2. We confirm that affairs of the H.U.F. firm are carried on mainly by the Karta Sh _____ on behalf and in the interest and for the benefit of all the co-parceners We hereby authorize the Karta sh _____ on behalf of the H.U.F. to deal on Capital Mkt. Segment CM/Futures and Options segments (F&O)/NSE Currency Derivaties Segment or any other segment that may be introduced by NSE/ BSE in future and the said Trading Member is hereby authorized to honor all instructions oral or written given by him on behalf of the H.U.F. Sh. _____ is authorized to sell purchase transfer endorse negotiate documents and/or otherwise deal through PRL STOCK & SHARE BROKERS PVT. LTD.. on behalf of the H.U.F. He is also authorized to sign, execute and submit such applications undertakings agreements and other requisite documents writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose. We are however jointly and severly responsible for all liabilities of the said H.U.F. firm to the Member and agree and confirm that any claim due to the member from the said H.U.F. firm shall be recoverable from the assets of any one or all of us and also form the estate of the said family including the interest thereon of every co-parcener of the said joint family including the share of the minor co-parceners, if any.

3. We undertake to advise the Member in writing of any change that may occur in the Kartaship or in the constitution of the said joint family or of the said H.U.F.firm and until receipt of such notice by the member which shall be binding on the said joint family and the said H.U.F. firm and or our respective estates We shall however continue to be liable jointly and severly to the member for all dues obligations of the said H.U.F. firm in the Member book on the date of the receipt of such notice by the Member and until all such dues and obligations shall have been liquidated and discharged.

4. We recognize that a beneficiary account can be opened with Depository Participant only in the name of Karta as power regulations to facilitate the operation of the above share trading account with you and for the purpose of completing the share transfer obligations pursuant to the trading operations we authorised you to recognize the beneficiary account no _____ with depository _____ .Opened in the name of Sh _____ who is the Karta of this H.U.F. firm.


5. The names and dates of birth of the present minor co-parceners of the said joint family are given below. We undertake to inform you in writing as and when each of the said members attains the age of majority and is authorized to act on behalf of, and bind the said H.U.F. firm

Name of Minor	Father's Name	Date of Birth

6. We have received and read copy of the members rules and regulations for the conduct of Share Trading Accounts and we agree to comply with and be bound by the said rules now in force or any changes that may be made therein from time to time

Thanking you,
Yours truly,

Name	Signature of HUF Member
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____
5) _____	_____

 _____
(Karta)


Mandatory

PROPRIETARY TRADING DISCLOSURE

This is to inform you that we do client based trading and Pro-account trading in National Stock Exchange of India Ltd. (NSE)/ Bombay Stock Exchange Ltd. (BSE)


Sd/- **PRL STOCK & SHARE BROKERS PVT. LTD.,**

I acknowledge the receipt of information given above by **PRL STOCK & SHARE BROKERS PVT. LTD.** that they do Client base trading and Pro-account trading.

Client Signature  _____

BROKRAGE DETAILS

CM Segment	%	Minimum
Delivery Based		
Non-Delivery Based		
F & O Segment	%	Minimum
Future		
Options		
Currency Segment	%	Minimum
Future		
Mutual Fund	%	Minimum
MF		

Client Signature  _____

APPROVED BY :

Branch Head Name: _____

Employee Name: _____

Signature _____

Date _____

POLICIES & PROCEDURES

a) Policy for Penny Stock

A stock that trades at a relatively low price and market capitalization. These types of stocks are generally considered to be highly speculative and high risk because of their lack of liquidity, large bid-ask spreads, small capitalization and limited following and disclosure. Depend on the market condition and RMS policy of the company RMS reserve the right to refuse to provide the limit in Penny stocks and losses if any on account of such refusal shall be borne by client only.

b) Setting up client's exposure limits

The stock broker may from time to time impose and vary limits on the orders that the client can place through the stock broker's trading system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc.). The client is aware and agrees that the stock broker may need to vary or reduce the limits or impose new limits urgently on the basis of the stock broker's risk perception and other factors considered relevant by the stock broker including but not limited to limits on account of exchange/SEBI directions/limits (such as broker level/market level limits in security specific/volume specific exposures etc.), and the stock broker may be unable to inform the client of such variation, reduction or imposition in advance. The client agrees that the stock broker shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the stock broker's trading system on account of any such variation, reduction or imposition of limits. The client further agrees that the stock broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the client's ability to place orders or trade in securities through the stock broker. It may refuse to execute/allow execution of orders due to but not limited to the reason of lack of margin/securities or the order being outside the limits set by stock broker/exchange/SEBI and any other reasons which the stock broker may deem appropriate in the circumstances. The client agrees that the losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone.

We have margin based RMS system. Total deposits of the clients are uploaded in the system and client may take exposure on the basis of margin applicable for respective security as per VAR based margining system of the stock exchange and/or margin defined by RMS based on their risk perception. Client may take benefit of "credit for sale" i.e. benefit of share held as margin by selling the same by selecting Delivery option through order entry window on the trading platform, the value of share sold will be added with the value of deposit and on the basis of that client may take fresh exposure. In case of exposure taken on the basis of shares margin the payment is required to be made before the exchange pay in date otherwise it will be liable to square off after the pay in time or any time due to shortage of margin.

c) **Applicable brokerage rate** :- Brokerage will be charged within the limits prescribed by SEBI/Exchange.

d) Imposition of penalty / delayed payment charges Clients will be liable to pay late pay in/delayed payment charges for non making payment of their payin/margin obligation on time as per the exchange requirement/ schedule at the rate upto 2% per month. The client agrees that the stock broker may impose fines / penalties for any orders / trades / deals / actions of the client which are contrary to this agreement / rules / regulations / bye laws of the exchange or any other law for the time being in force, at such rates and in such form as it may deem fit. Further where the stock broker has to pay any fine

or bear any punishment from any authority in connection with / as a consequence of/in relation to any of the orders / trades /deals / actions of the client, the same shall be borne by the client.

- e) The right to sell client's securities or close clients' positions, without giving notice to the client, on account of non-payment of client's dues Without prejudice to the stock brokers other right (Including the right to refer the matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the clients position without giving notice to the client for non payment of margins or other amounts including the pay in obligation, outstanding debts etc and adjust the proceeds of such liquidation/close out, if any, against the clients liabilities/obligations.

The client shall ensure timely availability of funds/securities in form and manner at designated time and in designated bank and depository accoynt(s). for meeting his/her/its pay in obligation of funds and securities. Any and all losses and financial charges on account of such liquidations/ closing out shall be charged to & born by the client. In cases of securities lying in margin account/client beneficiary account and having corporate actions like Bonus, Stock split, Right issue etc. for margin or other purpose the benefit of shares due to received under Bonus, Stock split, Right issue etc will be given when the shares is actually received in the stock broker designated demat account.

In case the payment of the margin / security is made by the client through a bank instrument, the stock broker shall be at liberty to give the benefit / credit for the same only on the realization of the funds from the said bank instrument etc. at the absolute discretion of the stock broker. Where the margin / security is made available by way of securities or any other property, the stock broker is empowered to decline its acceptance as margin / security &/or to accept it at such reduced value as the stock broker may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as the stock broker may deem fit in its absolute discretion.

The stock broker has the right but not the obligation, to cancel all pending orders and to sell/close/ liquidate all open positions /securities/shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage, whichever is earlier. The stock broker will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

- f) **Shortages in obligations arising out of internal netting of trades** : Stock broker shall not be obliged to deliver any securities or pay any money to the client unless and until the same has been received by the stock broker from the exchange, the clearing corporation/clearing house or other company or entity liable to make the payment and the client has fulfilled his/her/its obligations first. The policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is as under:

(i) The Short delivering client is debited by an amount equivalent to 20% above of closing rate of day prior to Payin/Payout Day. The securities delivered short are purchased from market on T+2 day and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client along with reversal entry of provisionally amount debited earlier.

(ii) If security can not be purchased from market due to any force majeure condition till T+4 then the

short delivering seller is debited by an amount equivalent to 10% or 20%(as per their circuit filter) above of the closing rate of T+2 or auction day (whichever is higher) plus all other charges and will be credited to buyer.

In case of securities having corporate action all cases of short delivery of cum transactions which can not be auctioned on cum basis or where the cum basis auction payout is after the book closure/record date , would be compulsory closed out at higher of 10% above the official closing price on the auction day or the highest traded price from first trading day of the settlement till the auction day.

- 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

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

- h) Temporarily suspending or closing a client's account at the client's request on the request of the client in writing, the client account can be suspended temporarily and same can be activated on the written request of the client only. During the period client account is suspended, the market transaction in the client account will be prohibited. However client shares/ledger balance settlement can take place.

On the request of the client in writing, the client account can be closed provided the client account is settled. If the client wants to reopen the account in that case client has to again complete the KYC requirement.

- l) **Deregistering a client :-** Notwithstanding anything to the contrary stated in the agreement, the stock broker shall be entitled to terminate the agreement with immediate effect in any of the following circumstances:

- (i) If the action of the client are prima facie illegal / improper or such as to manipulate the price of any securities or disturb the normal/proper functioning of securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.
- (ii) If there is any commencement of a legal process against the client under any law in force;
- (iii) On the death/lunacy or other disability of the Client:
- (iv) If the client being a partnership firm, has any steps taken by the Client and/or its partners for dissolution of the partnership firm.
- (v) If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the Stock broker.
- (vi) If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable.
- (vii) If the Client is in breach of any term, condition or covenant of this Agreement.
- (viii) If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security.

- (ix) If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;
- (x) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution:
- (xi) If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;
- (xii) If any covenant or warranty of the Client is incorrect or untrue in any material respect;


Inactive Client account: - Client account will be considered as inactive if the client does not trade for period of six month. Calculation will be done at the beginning of every month and those clients who have not traded even a single time will be considered as inactive. The Client has to make written request for reactivation of their account.

Trading in Exchange is in Electronic Mode, based on VSAT, leased line, ISDN. Modem and VPN. combination of technologies and computer systems to place and route orders. I/we understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt or any break down in our back office/ front end system, or any such other problems/glitch whereby not being able to establish access to the trading system/network, which may be beyond your control and may result in delay in processing or not processing buy or sell Orders either in part or in full. I/We shall be fully liable and responsible for any such problem/fault.

Client Acceptance of Policies and Procedures stated herein above:

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

Name of the Client: _____

Signature of the Client :  _____

ANNEXURE -10
Internet Trading Letter


To
PRL STOCK & SHARE BROKERS PVT. LTD.
Sagar Apartment, Ground Floor, S.J. Road,
Athgaon, Guwahati - 781 001 (Assam)

Sub : Internet Trading

Sir,

I/We wish to trade through Internet on National Stock Exchange/Bombay Stock Exchange and confirm that I/We are fully aware of and understand the risks associated with availing of a service of routing orders through internet including the risk of misuse and unauthorized use of our Username and Password by a third party and the risk of a person hacking into our account on your ITORS system and unauthorisedly routing order on behalf of us through the System. We agree that we shall be fully liable and responsible for any and all unauthorized use and misuse of our Password and/or Username and also for any and all acts done by any person through your ITORS system on our Username in any manner whatsoever.

Thanks and best regards

Signature,  _____

For: _____

Name _____

Trading Code: _____

Mobile No. _____

SUPPLEMENTARY AGREEMENT BETWEEN STOCK BROKER & CLIENT (NSE/BSE)

(This agreement forms part and parcel of the agreement between stock broker and client)
This agreement is made at _____ this _____
day _____ between PRL STOCK & SHARE BROKERS PVT. LTD., (member of
National Stock Exchange of India Ltd. with SEBI Registration No. : INB/INF/INE 231220931) and
member of Bombay Stock Exchange Ltd. with SEBI Registration No. : INB/INF 011220937) hereinafter
called MEMBER and having its registered office at Sagar Apartment, Ground Floor, S.J. Road,
Athgaon, Guwahati - 781 001 (Assam), and _____
a individual/company/trust/firm or any other body duly formed and registered under the relevant
Act, hereinafter called the CLIENT, having its residence /registered office at

WITNESSTH:

Whereas the MEMBER is Registered as TRADING MEMBER of National Stock Exchange of India Ltd. with SEBI Registration No. : INB/INF/INE 231220931 and of Bombay Stock Exchange Ltd. with SEBI Registration No. : INB/INF O11220937

Whereas the CLIENT is desirous of investing/trading in those securities admitted for dealing on the Exchange as defined in the Bye-laws of the Exchange. Whereas the CLIENT has satisfied itself of the capability of the MEMBER to deal in securities and wishes to execute his orders through him and the CLIENT shall continue to satisfy itself of such capability of the MEMBER before executing orders through him.

The Member also offers and/or proposes to offer the ITORS Service (for BSE) to its clients; and the Clients desires to avail of the Member's ITORS Service for purchasing, selling or otherwise dealing in securities.

The Member and the Client desire to enter into this Supplemental Agreement to the Main Member-Client Agreement in order to record the agreement between them relating to the Member's ITORS Service to be availed of by the Client.

Whereas the MEMBER has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the CLIENT and investment objective relevant to the services to be provided.

Whereas the MEMBER has taken steps and shall take steps to make the CLIENT aware of the precise nature of the MEMBER's liability for business to be conducted, including any limitation on that liability and the capacity in which it acts. In consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms and conditions:

- 1 The provisions of this agreement shall always be subject to Government notifications, any rules, regulations and guidelines issued by SEBI and Stock Exchange rules, regulations and Bye-laws that may be in force from time to time.
- 2 In the event of death or insolvency of the client or his otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, MEMBER may close out the transaction of the client and client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.
- 3 The agreement entered into between the MEMBER and the CLIENT shall terminated by

mutual consent of the parties at least one month written notice. Such cancellation or termination shall not have any effect on transaction executed before the date of such notice of termination and the parties shall enjoy the same rights and shall have same obligations in respect of such transactions.

- 4 The instructions issued by an authorized representative of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the client.
- 5 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 the password of the CLIENT and/or his authorized representative are not revealed to any third party.
- 6 The CLIENT agreed that the MEMBER shall not be liable or responsible for non-execution of the orders of the CLIENT due to any link/system failure at the CLIENT/MEMBERS/EXCHANGE end.
- 7 The Stock Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, MEMBER shall be entitled to cancel relative contract(s) with CLIENT.
- 8 The MEMBER 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 time to time of execution of order/trade on the NEAT system, as the case may be. The CLIENT agrees that the information sent by MEMBER by E-mail is deemed to be a valid delivery of such information by the member.

MEMBER.

- 1 The CLIENT is aware that the MEMBER has provided on the web site a facility for reconfirmation of orders, which are larger than that specified by the MEMBER's risk management, by the MEMBER and is also aware that the MEMBER has to discretion to reject the execution of such orders based on his risk perception.
- 2 The Member and the Client are aware of the provisions of Bye-Laws, Rules and regulations of the Exchange relating to resolution of disputes/differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions.
- 3 All trades, transactions and contracts are subject to the Bye-Laws, Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Guwahati and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.

Terms and Conditions in details are as under:

USER NAME AND PASSWORD:

- 1 The Client will be entitled to a username and password, which will enable him to access the Member's internet trading through order routed system for availing of the Service.
- 2 The Client is aware that the Member's internet trading through order routed system itself generates the initial password and that the Member is aware of the same. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the Member.
- 3 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 Member's internet trading through order routed system using the Client's Username and/or Password whether or not such person was authorised to do so.

- 4 The Client shall immediately inform the Member of any unauthorised use of the Client's Username or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use etc.
- 5 The Client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of his Username and/or Password by a third party and the risk of a person hacking into the Client's account on the Member's internet trading through order routed system and unauthorisedly routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or Username and also for any and all acts done by any person through the Member's internet trading through order routed system on the Client's Username in any manner whatsoever.
- 6 The Client shall log off from the internet trading through order routed system at any time the Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall borne solely by the Client.
7. Without prejudice to the provisions of Clause above, the Client shall immediately notify the Member in writing with full details if:
 - (a) he discovers or suspects unauthorised access through his Username, Password or Account,
 - (b) he notices discrepancies that might be attributable to unauthorised access,
 - (c) he forgets his password or
 - (d) he discovers a security flaw in the Member's internet trading through order routed system. In any of the above events specified in Clause above, the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request the Member in writing to discontinue his old Password; and thereupon the Member shall cause the Member's internet trading through order routed system to discontinue the use of the Client's old Password and the Member's internet trading through order routed system shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the Member be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse for the Password.

TRANSACTIONS AND SETTLEMENTS:

- 1 All orders for purchase, sale or other dealings in securities and other instructions routed through the Member's internet trading through order routed system via the Client's Username shall be deemed to have been given by the Client.
- 2 The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.
- 3 The Member may from time to time impose and vary limits on the orders which the Client can place through the Member's internet trading through order routed system (including exposure limits, turnover

limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that the Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Member's risk perception and other factors considered relevant by the Member, and the Member may be unable to inform the Client of such variation reduction or imposition in advance. The Client agrees that the Member shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the Member's internet trading through order routed system on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the Member may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities through the Member.

- 4 Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the Member's internet trading through order routed system, the Member shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
- 5 The Client agrees that the Member may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.
- 6 In case of a market order, the Client agrees that the will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into the Member's internet trading through order routed system.

MARGIN:

The Client agrees and undertake to immediately deposit with the Member such cash, securities or other acceptable security, which the Member may require as margin. The Client agrees that the Member shall be entitled to require the Client to deposit with the Member a higher margin than that prescribed by the Exchange. The Member shall also be entitled to require the Client to keep permanently with the Member a margin of a value specified by the Member so long as the Client desires to avail of the Member's internet trading through order routed system.

CANCELLATION REQUESTS

- 1 When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellation is received and the order is successfully cancelled before it is executed.
- 2 The Client shall not be entitled to presume an order as having been executed or cancelled until a confirmation from the Member is received by the Client.
- 3 The Exchange may annul a trade suo-moto without giving a reason therefor. In the event of such annulment, the Member shall be entitled to cancel the relative contract(s) with the Client.

BROKERAGE, COMMISSIONS AND FEES

- 1 The Client agrees to pay the member brokerage, commission, fees, services tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and



transaction, and the services that he receives from the Member.

2. A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by the Member to the Client from time to time upon request by the Client.

CONFIRMATIONS

1. Online confirmation will be available to the Client upon execution cancellation of an order placed by him through the Member's internet trading through order routed system. This shall be followed by a confirmation, which may be sent by postal mail, electronic mail or other electronic means. It is the responsibility of the Client to review upon first receipt, whether delivered to him online, by postal mail, by electronic mail, or other electronic means, all confirmations of transactions of cancellations.

INVESTMENT ADVICE

- 1 The Client acknowledges that the Member shall not be liable to provide him with any legal, tax, investment or accounting advice regarding the suitability or profitability of a security or investment.
- 2 The Client also acknowledges that the Member's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from the Member or any of its employees.
- 3 The Client agrees that in the event of the Member or any employee or official of the Member providing any information, recommendation or advice to the Client, the Client may act upon the same at the sole risk and cost of the Client, and the Member shall not be liable or responsible for the same.
- 4 The Client assumes full responsibility with respect to his investment decisions and transactions.
- 5 The Member, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the Client.

SUPPLEMENTAL TO MAIN MEMBER - CLIENT AGREEMENT:

1. This Agreement is supplemental to, and does not supersede, the Main Member-Client Agreement. Save the except as modified expressly or by implication by this Agreement the Exchange Provisions or the terms of the Member's internet trading through order routed system Website, the provisions of the Main Member-Client Agreement shall apply mutatis mutandis to the extent applicable to dealings between the Member and the Client pursuant to or otherwise relating to the Member's internet trading through order routed system.

2 PAYMENT GATEWAY

- 2.1 In this clause: (1) "Electronic Payment Gateway for Net banking Terms and Conditions" shall mean the terms and conditions as modified from time to time applicable to Electronic Payment Gateway for Net banking offered thorough the Stock Broker in the HDFC or other bank a/c and accepted by the customer ; "Confidential Information" refers to information obtained by the client, through the Stock Broker, for the effective availment of services or Payment instructions Services" Electronic Payment Gateway for Net banking services (2) "Payment instruction" shall mean an instruction given by a client to transfer funds from the account held by the client to the account of the Stock Broker.

- 2.2 The Stock Broker may offer Electronic Payment Gateway for Net banking to selected customers as its discretion in collaboration with the concerned bank .The client agrees that in order to be eligible for Electronic Payment Gateway for Net banking it/he/she would need to be current Internet user or have access to the internet and knowledge of how the internet works and have net banking facility with its/his/her bank. The client accepts that the application for Electronic Payment Gateway for Net banking does not automatically imply acceptance by the Stock Broker.
- 2.3 The Stock Broker or the concerned bank will advise from time to time the internet such as browsers, which are required for using Electronic Payment Gateway for Net banking. There will be no obligation on the Stock Broker to support all the versions of this internet software The Client agrees that the client shall be responsible for upgrading their software, hardware and the operating system at their cost from time to time so as to be compatible with that of the Stock Broker. The Stock Broker or the bank shall be at liberty to change, vary or upgrade its software, hardware operating systems, etc from time to time and shall be under no obligation to support the software, hardware, operating systems used by the Client and that the same shall be their sole responsibility.
- 2.4 The Stock Broker shall endeavor to provide through Electronic Payment Gateway for Net banking, such services as the may decide from time to time. The Stock Broker reserves the rights to decide the type of services which may be offered on each account and may differ from client to client. The Stock Broker may also make addition/deletions to the services offered through Electronic Payment Gateway for Net banking as its sole discretion. The availability/non-availability of a particular service shall be advised through e-mail or web page of the Stock Broker or written communication. (a) In case of joint accounts and accounts with two or more signatories, the Stock Broker will offer such services as restricted by the terms and condition governing the operation of such accounts.(b) In case of minor accounts the natural guardian undertakes to give all instruction relating to the operation of the account and further undertakes not to reveal the Client ID and Password to the minor). The Stock Broker shall take reasonable care to ensure the security of and prevent unauthorized access to the Electronic Payment Gateway for Net banking service using technology reasonably available to the Stock Broker. d) The client agrees that it/he/her shall not use or permit to use Electronic Payment Gateway for Net banking or any related service for any illegal or improper purposes.
- 2.5 The client understand that the Stock Broker would allot them a Customer ID and Password for their account which will enable them to have excess to Electronic Payment Gateway for Net banking to perform Net banking for bank account. The client will be required to change the password assigned by the Stock Broker on accessing Electronic Payment Gateway for Net banking for the first time. As a safety measure the client changes the password the frequently thereafter-as possible. In the absence of any specific request from them for personally collecting the password, the password shall be sent to the client by courier at its/his/her risk and consequences to the address notified by them for correspondence, and the Stock Broker shall be not liable or held responsible in any manner whatsoever, If the Password falls in the hands of unauthorized person/s.
- 2.6 In addition to Customer ID and Password the Stock Broker may, at its discretion, require the client to adopt such other means of authentication including but not limited to digital certification and/or smart cards. The client agrees that it/he/she shall not attempt or permit others to attempt accessing the account information stored in the computer of the Stock Broker through any means other than the

Electronic Payment Gateway for Net banking service. The client is aware that the transaction through Electronic Payment Gateway for Net banking can be effected by use of their password for their Stock Broker account and passwords for net banking for the operation of their bank account for net banking. The client shall not request/demand any evidence of 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 bonafide.

2.7 The client understands and agrees that it/he/she must:

- a) Keep the password totally confidential and not reveal the password to any third party.
- b) Choose a password shall consist of a mix of alphabets, numbers and special characters which must not related to any readily accessible personal data such as it/his/her name, address, telephone numbers, driver license etc. or easily guessable combination of letters and number.
- c) Commit the password to memory not record them in a written or electronic form, and
- d) Not let any unauthorized person have access to their computer or leave the computer unattended while accessing Electronic Payment Gateway for Net banking.
- e) In case of client forgets the passwords for their account in their Stock Broker, it/he/she can request for change of password. Such replacement shall not be construed /deemed as the commencement of a new contract.

2.8 All the requests for instantaneous transactions will be given effect too instantaneously, in case requests for effecting any transactions are received on weekly offs/holiday/public holydays, with the Stock Broker NSE/BSE & bank, they shall be affected on immediately succeeding working day on the terms and the conditions prevailing on that day. The client shall not hold the Stock Broker or the bank responsible for not processing /effecting any transactions in case the Stock Broker does not receive instruction to this effect even though they have forwarded the same. The client hereby agree to abide by the following terms and conditions in addition to the terms and conditions as applicable to.

- a) The client shall be free to utilize the payment instruction services through Electronic Payment Gateway for Net banking for transfer of funds for such purpose, as they shall deem fit.
- b) The client however agrees not to use or permit the use of payments instructions services or any or any related services for any illegal or improper purpose. While utilizing the payment instructions services for making any payments for any services obtained whether on-line or otherwise, they shall ensure that.
- c) The client has the full right and/or authority to access and avail of the services obtained and they shall observe and comply with the applicable laws and regulations in each jurisdiction in applicable territories. They shall not access to family/relatives/friends or any other persons account through this gateway facility for transfer of funds and if done so then the client shall be solely responsible for the said transfer of funds. And further undertake if any such claim is made by the third party so effected then they shall be solely responsible and not Stock Broker in any manner.
- d) The client shall not involve the Stock Broker as a party to such transaction.
- e) The client shall provide the Stock Broker with such information and/or assistance as is required by the Stock Broker for the performance of the services and/or any other obligations of the Stock

Broker under this agreement.

- f) The client shall not at any time provide to any person with any details of the accounts held by me/us with the Stock Broker including, the password, account number which may be assigned to me/us by the Stock Broker from time to time.

2.9 The client hereby acknowledges that it/he/she is availing the payment instruction service at it/his/her own risk. These risks would include but not be limited to the following risks:

- a) **Misuse of Password:** The client acknowledge that if any third person obtains access to their password of the customers, such third person would be able to provide payment instructions to the Stock Broker. They shall ensure that the terms and conditions applicable to the use of password as contained in the Electronic Payment Gateway for Net banking terms and conditions are complied with at all the times.
- b) **Internet frauds:** The internet per is susceptible to a number of frauds, misuse, hacking and other actions which could affect payments instructions to the Stock Broker. While the Stock Broker shall aim to provide security to prevent the same, there can not be any guarantee from such internet frauds, hacking and other actions, which could affect payments instruction to the Stock Broker. The client shall separately evolve/evaluate all risks arising out of the same.
- c) **Mistake and Errors:** The filling in of applicable data for transfer would require proper, accurate and complete details. For instance, the client is aware that they would be required to fill in the account number of the Stock Broker to whom the funds are to be transferred to incorrect accounts and there is no guarantee of recovery thereafter. The client shall therefore take all care to ensure that there are no mistake and errors and that the information given by me/us to the Stock Broker in this regard is error free, accurate, proper and complete at all points of time. On the other hand in the event of our Account receiving an incorrect credit by reason of a mistake committed by some other person, the Stock Broker of the bank shall be entitled to reverse incorrect credit at any time whatsoever without the consent of the customer. I/we shall be liable and responsible to Stock Broker and accede to accept the Stock Broker's instructions without questions for any unfair or unjustgain obtained by me as a result of the same.
- d) **Transactions:** The transactions, which the client has made to may require, the transfer of the funds may not fructify. The Stock Broker is merely providing it/him/her services and hereby the said funds would be transferred from their instructions.
- e) **Technology Risk:** The technology for enabling the transfer funds and the other services offered by the Stock Broker could be affected by virus or other malicious, destructive or corrupting code, program me or macro. It may also be possible that the site of the Stock Broker or the bank may require maintenance and during such time it may not be possible to process the request of customers. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures arid inability. The client understand that the Stock Brokers disclaims all and any liability, whether direct or indirect, whether arising out of loss of profit or otherwise arising out of any failure or inability by the Stock Broker to honor any customers instruction for whatsoever reason. The client understand and accepts that the Stock Broker shall not be responsible for any of the aforesaid risks. The client shall be bound by such limits



imposed and shall strictly comply with them.

- f) The client is aware that the Stock Broker may from time to time impose maximum and minimum limits on funds that may be transferred by virtue of the payments transfer service given to it/him/her hereunder. The client realizes and accepts and agree that the same is to reduce the risk on it/him/her for instance the Stock Broker may impose transaction restriction within particular period or amount restriction with in a particular period or even each transaction limits. The client shall be bound by such limits imposed and shall strictly comply with them.
- g) The client shall indemnify the Stock Broker from against all losses and damages that may be caused as a consequence of breach of any of the Electronic Payment Gateway for Net banking Terms and Conditions and the Term and conditions mentioned herein above.
- h) The Stock Broker shall be entitled to withdraw this service at any time whatsoever without giving any reasons for the same.
- i) The client hereby agrees to bear the charges as may be stipulated by the Stock Broker from time to time for availing of these services.
- j) The client agrees that by use of this facility, the client shall deemed to have agreed to all above terms and conditions shall be bound on it/ him/her in the same manner as if it/he/she has agreed to the same in writing.

Electronic Payment Gateway for Net banking transactions in the customer's account(s) are permitted only after authentication of the Customer-ID and password. The client agrees that they grant express authority to the Stock Broker or the bank for carrying out transactions performed by them through Electronic Payment Gateway for Net banking. The Stock Broker shall have no obligation to verify the authenticity of any transaction received from the client through Electronic Payment Gateway for Net banking or purporting to have been sent by them via Electronic Payment Gateway for Net banking other than by means of verification of their Customer-ID and the pass word. The display or printed output that is produced by the client at the time of operation of Electronic Payment Gateway for Net banking is 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 own record of transaction maintained through computers systems or otherwise shall be accepted as conclusive and binding for all purpose unless any discrepancy is pointed out within one week from the data of access or from the date of sending the periodical statement, whichever is earlier.

All transaction from the use of Electronic Payment Gateway for Net banking, to operate to joint account, shall be binding on all the joint account holders, jointly and severally.

- 2.10 The client agrees that it/he/she are responsible for the correctness of information supplied to the Stock Broker through the use of Electronic Payment Gateway for Net banking or through any other means such as electronic mail or written communication. The Stock Broker accepts no liability for the consequence arising out of erroneous information supplied by them. The client agrees that if it/he/she notice error in the account information supplied to it/him/her through Electronic Payment Gateway for Net banking or by the use of any of the Electronic Payment Gateway for Net banking services, the client shall advise the Stock Broker and the bank as soon as possible. The Stock Broker will endeavor to correct the error promptly.



- 2.11 The client complies with the terms and advise the Stock Broker and the bank written under acknowledgment immediately after it/he/she suspect that their Customer-ID or password is known to another person and/or notice an unauthorized transaction in their Electronic Payment Gateway for Net banking account. The client agrees that it/he/she shall be liable for loss from unauthorized transaction in the Electronic Payment Gateway for Net banking accounts if it/he/she has breached the terms or contributed or caused the loss by negligent actions such as the following :
- a) Keeping a written or electronic record of Electronic Payment Gateway for Net banking password.
 - b) Disclosing or failing to take all reasonable steps to prevent disclosure of the Electronic Payment Gateway for Net banking password to anyone including Stock Broker staff and/or failing to advise the Stock Broker of such disclosure within reasonable time.
 - c) Not advise the Stock Broker and the bank in a reasonable time about unauthorized access to or erroneous transaction in the Electronic Payment Gateway for Net banking account. The Stock Broker shall in no circumstances be held liable to the customer if Electronic Payment Gateway for Net banking access is not available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware error or any other reason beyond the control of the Stock Broker. The Stock Broker shall under no circumstances be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the client.
- 2.12 The client agrees that the Stock Broker or its contracts may hold and process the client's personal information on computer or otherwise in connection with Electronic Payment Gateway for Net banking services as well as for statistical analysis and credit scoring. The client also agrees that the Stock Broker may disclose, in strict confidence, to their institutions, such personal information as may be reasonable necessary for reasons inclusive if, but not limited to, the following :
- a) For participation in any telecommunication or electronic clearing network in compliance with a legal directive.
 - b) For credit rating by recognized credit scoring agencies.
 - c) For fraud prevention purpose.
- 2.13 The Member shall have the right of set -off and lien, irrespective of any other lien of charge, present as well as future on the deposits held in the client accounts and the stocks whether in single name or joint name(s), group account to the extent of all outstanding dues, whatsoever, arising as a result of the Electronic Payment Gateway for Net banking service extend to and/or used by them.
- 2.14 The grant of facility of Electronic Payment Gateway for Net banking to them is not transferable under any circumstances and shall be used only by the client.
- a) The client may request for termination of the Electronic Payment Gateway for Net banking facility at any time by giving a written notice of at least 15 days to the Stock Broker. The client agrees that he/she/it will remain responsible for any transaction made on their Electronic Payment

Gateway for Net banking account(s) through Electronic Payment Gateway for Net banking prior to time of such cancellation of the Electronic Payment Gateway for Net banking service.

- b) The closure of all the account of the client will automatically terminate the Electronic Payment Gateway for Net banking service. The Stock Broker may suspend or terminate Electronic Payment Gateway for Net banking facilities without prior notice if these terms and conditions are breached or even otherwise without assigning any reason.

REPRESENTATIONS AND WARRANTIES OF CLIENT

The Client represents and warrants to the Member that:

- 1 All the information provided and statements made in the Client's internet trading through order routed system Account Application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that the Member has agreed to provide the Member's internet trading through order routed system to the Client on the basis, inter alia, of the statements made in the Client's internet trading through order routed system Account Application.
- 2 The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals etc. which are susceptible to interruptions and dislocations; and the Member's internet trading through order routed system may at any time be unavailable without further notice. The Member and the Exchange do not make any representation or warranty that the Member's ITORS Service will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or the Member on account of any suspension, interruption, non-availability or malfunctioning of the Member's internet trading through order routed system or Service or the Exchange's service or systems for any reason whatsoever.
- 3 The Client has the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing his obligations and undertakings hereunder.
- 4 All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to this Agreement with all applicable laws, shall be completed by the Client prior to such transaction being entered into.
- 5 The Client shall abide by the Exchange Provisions and the terms of the Member's internet trading through order routed system Website in force from time to time.
- 6 Any instructions given by an authorised representative of the Client to the Member (or to the Member's representative) shall be binding on the Client.

REPRESENTATIONS AND WARRANTIES OF THE MEMBER:

The Member represents and warrants to the Client that:

- 1 The Member's internet trading through order routed system has been approved by the Exchange. Where the internet trading through order routed system has not been approved by the Exchange, the Member has applied/proposes to apply to the Exchange to approve the said internet trading through order routed system and the Member will commence the Member's internet trading through order routed system only after the Exchange has approved the Member's internet trading through order routed system.

MARKET DATA

- 1 The Client understand that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Member or otherwise. The Client understands that the Exchange does not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. Neither the Member nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information said, if the Client acts on the basis of the same, he shall do so at his own risk and cost.
- 2 The Client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise and in the event the Client uses such information, he shall do so at his own risk and cost.

NOTICES

1. Any notice or other communication to be given by any party to the other in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by e-mail to the addresses at the address or (as the case may be), the e-mail or facsimile number (if any), of that party set opposite its name below:

To the Member at :

Name of the person concerned :Compliance Officer,

PRL STOCK & SHARE BROKERS PVT. LTD.

Sagar Apartment, Ground Floor, S.J. Road, Athgaon, Guwahati - 781 001 (Assam)

Fax # :

e-mail :

To the Client at :

Name of the person concerned : Address :

Fax#:

e-mail :

EXTRAORDINARY EVENTS

1. The Member and/or its agents will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rullings, suspension or trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond the Members control.

AMENDMENT TO AGREEMENT

1. The Client understands and agrees that the Member may discontinue his internet trading through order routed system in part or in its entirety and change the terms of the Service (including the terms on the Members internet trading through order routed system Website) at any time and from time to time, without prior notice.

TERMINATION OF AGREEMENT :



- 1 The Client agrees that the Member may at any time terminate this Agreement. The Client is aware and accepts that in view of the nature of the transactions and dealings involved in providing the Service it may not be possible for the Member to give advance notice of such termination or suspension to the Client.
- 2 The Client may at any time terminate this Agreement by not less than seven days notice to the Member, provided that unless the Member otherwise permits, the Client shall not be entitled to terminate this Agreement so long as any amount is payable or securities are deliverable by the Client to the Member.
- 3 The termination of this Agreement shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination. The provisions of Clauses 14, 20 and 21 of this Agreement shall survive the termination of this Agreement.

SEVERABILITY

1. In the event of any provisions of this Agreement being held to be or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provisions to the greatest extent possible.

WAIVER

1. No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provisions of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.

LAW AND JURISDICTION

- 1 This Agreement shall be governed by the construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause above, the courts at Mumbai, India shall have jurisdiction over this Agreement and the arbitration proceedings in relation to the Agreement.
- 2 This Agreement and all contracts and transactions between the Member and the Client pursuant hereto shall be subject to the Exchange Provisions, the Rules, Bye-laws, Regulation and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made thereunder and as amended from time to time.

DISPUTE RESOLUTION

Any claim dispute or difference arising between the Parties hereto in respect of this Agreement or any contracts, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Agreement or the interpretation or construction of this Agreement shall be subject to the grievance redressal procedure of the Exchange and shall be subject to the arbitration procedures prescribed by the Exchange Provisions.

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's Signature/Authorised Signatory:
Signature: 
Title:
Name of the client :
Witness:
1. Signature:
Name:
Address:
2. Signature:
Name:
Address:

Stock Broker/Authorised Signatory:
Signature:
Title:
Name of the Stock Broker: PRL STOCK & SHARE BROKERS PVT. LTD.
Witness:
1. Signature:
Name:
Address:
2. Signature:
Name:
Address:

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

Voluntary

Annexure -7

CONTACT DETAIL DECLARATION

PRL STOCK & SHARE BROKERS PVT. LTD.

Sagar Apartment, Ground Floor, S.J. Road,
Athgaon, Guwahati - 781 001 (Assam)

Dear Sir,


I/We, _____, wish to trade in National Stock Exchange of India Limited(NSE) and/or The Bombay Stock Exchange Limited(BSE) through PRL STOCK & SHARE BROKERS PVT. LTD. bearing Client ID _____. I/We would hereby like to state that I/ We would like to get updated in your records as my/our contact number and/or as my/our email id and would like to receive all communications related to my/our trading account on the aforesaid phone number and/or email id.

I/we agree not to hold PRL STOCK & SHARE BROKERS PVT. LTD. responsible for late/non receipt of the information for any reason including failure of emails servers, loss of connectivity or the email box being full or otherwise becoming incapable of receiving the information email due to any technical reason beyond your control. I/We shall complete rely on the log reports of your dispatching software as a conclusive proof of dispatch of email to me/us and will not dispute the same. I/ We agree to inform any update/change in my contact details to PRL STOCK & SHARE BROKERS PVT. LTD. in writing.

I/We declare that the aforesaid phone no: and/or email is registered in my/our name and I/we shall be solely responsible for all communications made related to my/our account on the same & shall not hold anyone liable for this.

Regards,

Client Code: _____

Signature:  _____

Name: _____

E-mail ID: _____

Phone No. _____

Address: _____

Voluntary

ANNEXURE - 8

PRL STOCK & SHARE BROKERS PVT. LTD.

Sagar Apartment, Ground Floor, S.J. Road,
Athgaon, Guwahati - 781 001 (Assam)




Sub : LETTER OF AUTHORITY

Dear Sir,

I/We hereby irrevocably confirm & agree that PRL STOCK & SHARE BROKERS PVT. LTD. shall be entitled to set off and adjust the moneys and / or securities owed to / owned by PRL STOCK & SHARE BROKERS PVT. LTD. against each other amongst the following persons.

Sr. No.	Name	Relationship	Client ID (for office use only)
1			
2			
3			
4			
5			

Client Name & Address

- 1) _____
_____  _____
- 2) _____
_____  _____
- 3) _____
_____  _____

- That I/we have given the above authority to PRL STOCK & SHARE BROKERS PVT. LTD. with my free consent and without any pressure, threat or coercion from any corner whatsoever.
- That in future I/we shall not make any claim from PRL STOCK & SHARE BROKERS PVT. LTD. in any manner whatsoever of any collateral adjusted from cash or securities in my account to set off the outstanding debt amounts in the above mentioned accounts and I/we further state that if anybody or my/our behalf claims the above said adjusted amount, the said act shall be null and void and shall be ineffective from all comers.
- That this is my/our true irrevocable statement and shall remain binding on me/us.
- That I/We hereby undertake you from time to time of any additions of the Constitutions to the said Group Account for the purpose of either allowing them to trade on my/our behalf or for the purpose adjustment of balance inter se.

Voluntary

**ANNEXURE - 9
AUTHORISATION FOR ELECTRONIC CONTRACT NOTE**

Date _____

PRL STOCK & SHARE BROKERS PVT. LTD.,
Sagar Apartment, Ground Floor, S.J. Road,
Athgaon, Guwahati - 781 001 (Assam)

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

I/We understand that, I/We have the option to receive the contract notes in physical form or electronic form. In pursuance of the same, I/We hereby opt for receipt of contract notes in electronic form. I/We understand that for the above purpose, you are required to take from the client "an appropriate email account" for you to send the electronic contract notes. Accordingly, please take the following email account(s)/email id on your record for sending the contract notes to me/us.


- 1
- 2

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

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

I/We agree that the log reports of your dispatching software shall be a conclusive proof of dispatch of contract notes to me/us and such dispatch shall be deemed to mean receipt by me/us and shall not be disputed by me/us on account of any non receipt/ delayed receipt for any reason whatsoever.

I/We understand that I am required to intimate any change in the email id/email account mentioned herein above needs to be communicated by me through a physical letter to you, provided however that if I/We am/ are an internet client then in that.

Signature :  _____

Client Name:

Voluntary

**ANNEXURE - 11
CLIENT DEFAULTER DECLARATION**

Date _____

I, _____ having PAN no. _____ do hereby declare that I have not been involved in any terrorist activity and I have not been declared as defaulter or my name is not appearing in defaulter database as per SEBI/ Various Exchanges/ Regulatory bodies/CIBIL (Credit Information Bureau of India Ltd.) etc. I further declare that the above mentioned declaration/statement is true and correct.

(Signature of Client)  _____

Name:

Client Code:

Date :

[Note: To be signed by person himself/herself not to be signed by his/her attorney/authorised person etc.]

FOR OFFICE USE ONLY

Account Code :

Group :

Location :

Introducer's Name :

Address :

Code

Region/Location :

Signature :

IN PERSON VERIFICATION

Trading Member Name

PRL STOCK & SHARE BROKERS PVT. LTD.,

SEBI Regn No

NSE : INB / INF / INE 221220931 - BSE : INB / INF / 011220937

Branch Office

Name of Official

Stamp and Signatures

Date and Place

DOCUMENTS VERIFIED WITH ORIGINAL

YES

NO

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Mutual Fund Service System Facility

Date: _____

To

PRL STOCK & SHARE BROKERS PVT. LTD.,

Sagar Apartment, Ground Floor, S.J. Road,
Athgaon, Guwahati - 781 001 (Assam)

Sir,

Sub: Mutual Fund Service System (MFSS) facility

I/We _____ am/are registered as your client with Client Code No. _____ and have executed the Trading Member and Client Agreement for the purpose of trading in the Capital Market segment of National Stock Exchange of India Ltd. (Exchange).

I/We am/are interested in availing the MFSS facility of the Exchange for the purpose of dealing in the units of Mutual Funds Schemes permitted to be dealt with on the MFSS of the Exchange. For the purpose of availing the MFSS facility, I/we state that Know Your Client details as submitted by me/us for the stock broking may be considered for the purpose of MFSS and I/we further confirm that the details contained in same remain unchanged as on date.

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

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

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

I/We therefore request you to register me/us as your client for participating in the MFSS.

Thanking you,

Yours faithfully,

 _____

Do's and Don'ts while dealing in securities market

Dear Client

You are requested to go through carefully and understand the, following do's and don'ts before you start dealing in securities market:

DO'S: PRE-ACCOUNT OPENING

- 1 Always deal with market intermediaries registered with SEBI/ Exchanges.
- 2 It is very important that one should make himself/herself familiar with the rules, regulations, byelaws and circulars issued by Stock Exchange/SEBI before entering into and/or carrying out any transaction.
- 3 Transact only through Stock Exchanges.
- 4 Please carry out due-diligence before registering as client with any intermediary. Client should carefully read and understand the contents stated in the Risk disclosure document, which forms part of investor registration requirement for dealing through brokers in stock market.
- 5 Clear all your doubts by raising your queries with the Relationship Manager prior to opening an account

DON'Ts : PRE-ACCOUNT OPENING .

1. Do not start trading until you have read and understood the Risk Disclosure Documents and Member-Client Agreement.

Do's ACCOUNT OPENING

- 1 Please read and understand and thereafter execute the Member-Client Agreement with PRL STOCK & SHARE BROKERS PVT. LTD. setting out the terms and conditions clearly.
- 2 Enter accurate and complete details in the form, fill up all fields. Do not leave any spaces blank.
- 3 All information provided should be factually correct and accurate since this will form the basis of your relationship with PRL STOCK & SHARE BROKERS PVT. LTD.
- 4 Read and understand every document in the Registration kit carefully before signing.
- 5 Please provide accurate Email ID, Client ID, DP ID, Mobile Number, Contact Details and Bank account number.
- 6 The correspondence address should always be updated.
- 7 Submit your Permanent Account Number (PAN)
- 8 Understand the utility of maintaining a running account before signing the authorization for the same. Maintaining a Running Account with us is not compulsory.
- 9 Ensure that all details are correctly mentioned in the welcome letter sent after account opening.

DON'Ts ACCOUNT OPENING

- 1 Do not sign the Member-Client Agreement without clearing your doubts in respect thereof.
- 2 Do not fill in writing or incomplete details. Do not overwrite, cancell, misspell the details.

Do's PRE-TRADING

- 1 Adopt trading / investment strategies commensurate with your risk bearing capacity, as all investments carry risk, the degree of which varies according to the investment strategy adopted.
- 2 Assess the risk-return profile of the investments as well as the liquidity and safety aspects before making and/or acting upon your investment decision.
- 3 Make investments based on your sound reasoning, after taking into account all publicity available information, fundamentals and information made available.
- 4 Check the veracity of the information available.
- 5 Access the websites of Companies and Regulators for information.
- 6 Keep copies of the Member Client Agreement and your trading account related documents.
- 7 Familiarise yourself with the rules, regulations and circulars issued by stock exchanges/SEBI before carrying out any transaction.
- 8 Ask all relevant question and clear your doubts with your broker before transacting.
- 9 Please be informed that there are no guaranteed returns on investment in stock markets. Investment in Capital Market are subject to market risk.
- 10 Ensure that you have adequate balance before you buy.

- 11 Ensure that you are holding securities before you sell.
- 12 Exercise due caution while trading in illiquid shares or penny stocks or Z. T2T category stock.

DON'Ts PRE-TRADING

- 1 Do not trade in any product without knowing and/or understanding the associated risks and rewards.
- 2 Do not influenced by information which is not originating from an appropriate source.
- 3 Do not believe any promises made about Assured Returns by PRL STOCK & SHARE BROKERS PVT. LTD. employees or Sub-Broker or Authorized Persons or Marketing Associates.
- 4 Do not rely on any implicit/explicit promise made by the issuer or any third party or returns.
- 5 Do not be influenced into buying fundamentally unsound companies (penny stocks) based on sudden spurts in trading volumes or prices or non-authentic favourable looking articles/stories.
- 6 Do not match / synchronize trade with any other person for any thinly traded shares.
- 7 Do not be misled by rumors circulating in the market.
- 8 Do not indulge in any trading activity which results in disturbance of market equilibrium in any manner including manipulation of price of any scrips.
- 9 Do not follow the herd or play on momentum it could turn against you.
- 10 Do not be misled by so called hot tips.
- 11 Do not undertake deals for others or trade on your own name and then issue cheques from family members/friend accounts.
- 12 Do not pay in cash or do not issue a cheque in name of any employee of PRL STOCK & SHARE BROKERS PVT. LTD. or any other person in respect of the transaction.
- 13 Do not get carried away by luring advertisements, if any.
- 14 Do not try to time the market.
- 15 Do not leave signed blank delivery instruction slips (DIS) of your depository account lying around carelessly or with anyone.
- 16 Do not sign blank DIS and keep them with Depository Participant or broker to save time. Remember your carelessness can be your peril.
- 17 Do not invest based on bull run of the market Index/scrips of other companies in same industry/issuer company.
- 18 Do not start trading before reading and understanding the Risk Disclosure Documents.
- 19 Don't get misled by guarantees of repayment of your investments through postdated cheques.

Do's : TRADING

- 1 Call on the landline numbers of your local branch and give clear and unambiguous instructions while placing orders over the phone. In case our visit the branch office, kindly give your orders in writing.
- 2 Be vigilant in your transactions.
- 3 Be aware of the risk associated with you Cash Market and Futures & Options positions in the market and margin calls on them. In case of inadequate margin or non payment or margin in your account, your positions will be squared off by the Risk Management Team.
- 4 Please bear in mind that while it is our endeavor to inform you in case of a margin call, it is your responsibility to maintain margins. PRL STOCK & SHARE BROKERS PVT. LTD. will square up outstanding position in case of shortfall in margin and delay in payments.
- 5 Maintain secrecy of your password in case of Internet trading. since you will be solely responsible for all transactions effected from its usage.
- 6 Maintain secrecy of your password in case of Internet trading, since you will be solely responsible for all transactions effected from its usage.
- 7 If at any point of time you received response for resetting password against request which has not been made by you. please call us at 9321088821 /9324542792 Customer Care Helpdesk immediately.

Dont's : TRADING

- 1 Do not give instructions which are not clear, they should be given verbally over recorded phone lines or in writing.
- 2 Do not forget to take note of risks involved in the investment.
- 3 Do not reveal your password to any other person.
- 4 Do not engage your self in any activity which is in the nature of intermediary such as sub-broker without proper registration with SEBI/Exchanges.

Do's : POST TRADING

- 1 Insist and ensure that for every executed trade you received duly signed contract note from your broker, highlighting the details of the trade, trade time and number, transaction price, brokerage along with your unique client-id, broker's name. Please note that the details of every executed trade are posted on our website www.prlstock.com in the form of contract notes on a daily basis. Access the website, wherever possible and satisfy yourself in respect thereof.
- 2 Verify all details in contract notes, immediately on receipt. If you find any discrepancy, write to us at info@prlstock.com
- 3 Check your email account mentioned in the Know Your Client' form daily. All your account related information including trade confirmation, Contract Notes and margin calls will be emailed to you.
- 4 Cross check details of your trade with details as available on the Exchange website.
- 5 Insist on periodical statement of accounts for your scrutiny.
- 6 Pay the margin within the prescribed time. Collect/pay, your mark to market margins, on your positions, on a daily basis, from/to your Broker.
- 7 Ensure receipt of payment/deliveries within one working day of payout.
- 8 Deliver the shares in case of sell or pay the money in case of purchase before the pay-in day.
- 9 For payments, issue only crossed account payee cheque/DD/PO in name of PRL STOCK & SHARE BROKERS PVT. LTD. Please ensure to write your full name on the back of the cheque & sign so as to disallow incorrect to any other account.
- 10 In case of disputes, please write to us at pukhraj_lunkar@yahoo.com
- 11 Client should deliver, securities for pay-in in our pool account and for margin in our beneficiary account only. Management shall not be responsible for any delivery or securities to any third party demat account including demat accounts of our sub brokers, employees, business development representative and business partners etc.

DON'Ts : POST TRADING

- 1 Do not make/take payment in cash.
- 2 Do not believe if our representative tells you that margins are not required or payments on time need not be made.
- 3 Do not hesitate to approach PRL STOCK & SHARE BROKERS PVT. LTD. helpdesk. Helpdesk can be contacted at: .9321088821 / 9324542792
- 4 Do not delay payment/delivered of securities to Broker/Sub-Broker.
- 5 Do not accept unsigned contract notes or signed by an unauthorized

person.

- 6 Do not pay more than the agreed brokerage to the intermediary.
- 7 Do not sign blank delivery instruction slip(s) while meeting security payin obligation.
- 8 Do not accept unsigned contract note or contract note signed by any unauthorized person.
- 9 Don't forego taking due documents of transactions, in good faith even from people whom you know.

Do's DEPOSITORIES

- 1 Handle Delivery Instruction (DIS) Slips Books issued to you carefully.
- 2 Insist that the DIS numbers are pre-printed and your account number (client id) be pre-stamped.
- 3 While sending securities for demat, record the distinctive number of the securities sent.
- 4 Check the demat performance of the issuer company with your DP before deciding to send depository participant.
- 5 Scrutinize minutely both the transaction and the holding statements that you receive from your depository participant.
- 6 Always mention the details like ISIN, number of securities accurately. If in doubt, contact Depository Participant or your broker.
- 7 Authorize any corrections, over-writing or cancellation on the instruction slips by signing against the same.
- 8 Ensure that all joint holders of the demat account sign the slip.
- 9 If there is space for multiple instructions and it is not used full, please strike out the blank space for furnishing securities details.
- 10 Avoid over-writing, cancellations, misspellings, changing of the name and quantity of securities.
- 11 In case you are not transacting frequently make use of the freezing facilities

DON'Ts DEPOSITORIES

- 1 Do not issue depository delivery instruction slip from any other family members/friends accounts. Issue the DIS only from your own depository account.
- 2 Do not sign blank Delivery instruction slip(s) while meeting security payin obligation.

DISCLAIMER

The information has been compiled to present the Client with a broad understanding of the subject and is general in nature. The Contents do not purport to explain or interpret Acts, Circulars, Rules, Regulations and Guidelines. The information is not intended as a source of advertising or solicitation and the contents of the same should not be construed as legal advice, Readers should take specific advice from qualified professionals when dealing with specific situations and should not consider this as an invitation for broker client relationship.

We make no warranty to any kind with respect to the subject matter included herein. We are not responsible for any actions (or lack thereof) taken as a result of relying on or in any way using information contained herein and in no event shall we be liable for any damage or loss resulting from reliance or use of this information. Without limiting the above we shall each have no responsibility for any act, error or omission, whether such acts, errors or omissions result from negligence, accident or any other cause.

I hereby acknowledge that I have read and understood the above Do's and Don'ts

PRL STOCK & SHARE BROKERS PVT. LTD.

Sagar Apartment, Ground Floor, S.J. Road, Athgaon, Guwahati - 781 001 (Assam)


Dear Sir,

I/We hereby acknowledge the receipt of duly executed copy of KYC, MCA/Tripatite-Agreement, RDD and all other documents as executed by me/us. I/We acknowledge that the other details related to my/our account are as under:

Trading Code

UCC.....

My Email Id

(Signature of Client)  _____