

### **Voluntary Clauses**

The Client and Stock Broker, in addition (the agreement between Stock Broker and Client to ensure smooth functioning of the operations) also agree to the terms and conditions stated herein below:

#### **1. RIGHT OF SET OFF**

The Stock Broker shall have the right to set off the balances of the Client with the Stock Broker in any account(s) in any Segment / exchange with respect to money and securities. All monies securities or other property which the Stock Broker may hold on client's account shall be held subject to a general lien for the discharge of the Client's obligations to the Stock Broker.

#### **2. Collection of Contract Note**

The client will collect contract note bills, securities, etc. from broker's office as per his / her convenience.

#### **3. CLIENT INFORMATION**

In addition to the information given in the Client Registration Form and supporting documents/proofs submitted, it is the responsibility of the Client to ensure that, any change in the Client Registration Form or information provided to KRC by the Client, is updated immediately, in writing, by providing the relevant proofs/documents.

Additionally, if any statutory authority seeks information/documents about the Client, KRC shall provide the same with or without informing the Client. KRC, may from time to time, seek additional documents/information, to fulfill its regulatory responsibility and the Client shall provide the same immediately. Failure to provide such information may result in KRC taking appropriate action as it may deem fit.

In case the Client fails to update such change in the Client Registration Form information or fails to provide the information sought for by KRC, KRC, at its discretion, may decide on the appropriate course of action, including but not limited to refusal of further transactions of the Clients. The Client shall not hold KRC responsible for any consequential loss or damage and shall indemnify KRC for the same

#### **4. FUNDS/SECURITIES**

KRC will receive funds/securities and/or disburse funds/securities only from/to the bank account/demat account given by the Client in the Client Registration Form or subsequently submitted by it in writing to KRC, alongwith the applicable supporting documents. KRC reserves the right not to accept funds/securities from any other bank/demat account and also payments made through demand draft/pay order/cash. The Client shall not hold KRC responsible for any direct and/or consequential loss and/or damage and/or claims and will indemnify KRC from such consequential claims and/or damage and/or loss.

Third Party Payments: KRC reserves the right not to accept payments from bank account not mentioned in the Client Registration Form /updated in the Client DATABASE maintained with KRC. However, if, due to oversight KRC has accepted any such third party payments and credits for the same are given in the Client, KRC will reverse the credit immediately on discovering the same. Client shall not hold KRC responsible for any consequential loss or damage and shall indemnify KRC from the same.

Third Party Delivery of Securities: KRC reserves the right to accept deliveries only from such demat account where the Client is the sole/first holder and the same is mentioned in the Client Registration Form and/or updated in the Client database maintained with KRC. However, if, due to oversight, KRC has accepted any third party deliveries, the same shall be rectified in the manner deemed fit by KRC. The Client shall not hold KRC responsible for any consequential loss or damage and shall indemnify KRC from the same

#### **5. RISK PROFILING OF THE CLIENT**

KRC will based on its risk management policy give exposure, equivalent to a pre-determined multiple/ times of the net credit balance in the ledgers (across all segments ), the value collaterals given by the Client (after applying appropriate hair cut), track record of the Client, market conditions and/or regulatory directives and thus may vary from Client to Client. KRC reserves the right not to allow transactions in respect of certain Securities or Segments or orders/requests below and above certain value/quantity, as may be notified by KRC from time to time.

#### **6. RISK MANAGEMENT POLICY**

All the Client trades will be as per the Risk Management Policy, including but not limited to, exposure

available to the Clients, collaterals accepted and its valuation after appropriate haircuts, square offs, applicable margins and payment of same, restriction in trading in certain stocks, etc. Summary of the risk management policy is enclosed along with this registration kit. Summary of the risk management policy shall be made available on KRC's website and or on specific request made by the Client in writing to the Head office of KRC.

#### **7. RESEARCH REPORT**

In case the Client receives any research reports and/or updates from KRC, the recommendations given by the Research team of KRC are based on technical and fundamental analysis of the securities /sector/ market and Client will take its own investment decisions, whether they are on the basis of these recommendatory calls/reports or not

The Client acknowledges that, KRC shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment.

The Client also acknowledges that KRC'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 KRC or any of its employees.

The Client agrees that in the event of KRC or any employee or official of KRC 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 KRC shall not be liable or responsible for the same.

The Client assumes full responsibility with respect to his investment decisions and transactions.

KRC, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the Client.

#### **8. CHARGES PAYABLE**

KRC will automatically debit from the Client's ledger the following charges for services availed by the Client:

- a) Trading /DP Account Opening charges
- b) Delayed Payment Charges @.....%, compounded on a daily basis, on the outstanding debit balance, in case the Client fails to settle the transaction within T+2 day.
- c) Arbitration and Legal Expenses in case of any disputes to be settled with the Client
- d) Cheque Bouncing Charges, as levied by the respective banks, in case of any cheques, issued by the Client to KRC, bounces, including the legal expenses incurred towards cheque bouncing case.
- e) Other Charges.

The Client agrees to pay KRC brokerage, fees, service tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transactions, and the services that he receives from KRC.

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

#### **9. TRADING IN PHYSICAL SEGMENT**

In case the Client wishes to buy/sell shares, which are settled in physical form, Client agrees to follow the procedure prescribed by KRC for taking/giving delivery of such shares, further delivery of such shares from/to the exchange shall be at the Client's sole risk. The Client has to ensure that for sale transaction, the shares are physically delivered to the office(s) of KRC at the risk of the Client. KRC shall not be held responsible for any theft or loss of such physical shares, in transit and KRC will be indemnified by the Client towards any consequential loss/damage. Additionally, if any of such physically settled shares, purchased or sold by the Client, results in Bad Delivery, KRC shall not be responsible for the same and the Client shall indemnify KRC from any consequential loss and/or damages.

#### **10. TELE TRADING FACILITY**

KRC offers the facility of Tele-Trading, whereby the Client can call specific telephone numbers and place the orders. In case the Client wishes to avail this facility, the same will be subject to the following:

1. The Client shall inform, in writing, its consent to avail this facility
2. In case of corporate Client, the Client shall intimate, in writing, the names of persons who will place orders on behalf of the Clients
3. There will be two-level authorization, before the Client is allowed to place the orders. KRC may also seek additional information from the Clients before allowing the Clients to place order through this facility
4. All orders have to be placed during market hours only.
5. The Client has to maintain a bank account, with banks specified by KRC.
6. The Client shall maintain such computer hardware/software which is compatible with the hardware/software of KRC.
7. The orders will be executed only if KRC is convinced about the identity of the Client.
8. The Client will be provided with a User Identification Number and Password only with which the Client can place the order through this facility.
9. The Client should change the password immediately on receipt of the same as per the procedure prescribed by KRC.
10. It is the responsibility of the Client to ensure that the User Identification Number and password are kept confidential and not misused by anybody.
11. All orders placed using this facility, after the verification process, shall be deemed to have been placed by the Client.
12. The Client should give all the relevant details, while placing the order, as sought by KRC, without any ambiguity.
13. KRC might record the conversations with the Client who uses this facility for placing the order and the Client agrees for such recording.
14. The Client shall not disown any transactions, placed using this facility, for any reasons, including but not limited to misuse of User Identification Number and password. The Client shall not hold KRC responsible for any direct and / or consequential loss/damage and shall indemnify KRC from the same.
15. KRC reserves the right to change the telephone numbers, from time to time, and KRC will make reasonable efforts to intimate the Client about the same.
16. KRC reserves the right to withdraw this facility, at any point of time, without giving any prior notice to the Client.
17. As proof of acceptance of the transaction, KRC shall provide either the recording of the conversation or the electronic log generated by the system which the Client accepts as authentic and conclusive evidence. The Client shall not dispute the same.

#### **11. Statement of Accounts in Digital format**

- i) KRC may send the statement of Trading Account, Demat statement of accounts/holding statement(s)/bills or other Statement(s) related notices, circulars, amendments and records and documents by whatever name called (hereinafter referred to as "Statement(s)") to the Client in physical and/or electronic form.
- ii) The Client hereby agrees and permits KRC under the terms of this agreement to provide to the client, Statement(s) through Internet (web based). Such Statement(s) shall be duly authenticated by means of a digital signature as specified in the Information Technology Act, 2000 and Rules made there under
- iii) The Clients agrees to download his account statements, cash and derivatives both, from KRC's website [www.krchoksey.com](http://www.krchoksey.com) on a weekly as well as monthly basis. Any discrepancy in the Account Statement shall be brought to the notice of KRC by the client in writing within seven (7) days from the end of the month

**12. Copy of Client Registration Documents**

- i) KRC may send the Client Registration documents viz., Client registration form/ KYC, Member Client Agreement/ Tripartite Agreement, Risk Disclosure Document and a copy of any other document executed with the client (hereinafter referred to as " Registration documents") to the client in physical and/or electronic form
- ii) The Client hereby agrees and permits KRC under the terms of this agreement to provide to the Client, the Registration documents through Internet (web based)

The Client agrees to comply with the additional clauses, annexed to this Agreement to avail additional trading facilities.



**Name, Seal and Signature of the Client**

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**CLIENT DEFAULTER DECLARATION**

**VOLUNTARY**

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

**Kisan Ratilal Choksey Shares and Securities Pvt. Ltd.**

Mumbai

Dear Sir,

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.

Thanking you,

Yours faithfully,

Signature of the Client \_\_\_\_\_ 

Name of the Client : \_\_\_\_\_

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

VOLUNTARY

### RUNNING ACCOUNT AUTHORISATION

Financial Year: \_\_\_\_\_

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

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

To

**Kisan Ratilal Chosey Shares & Securities Pvt. Ltd.**  
Mumbai  
Dear Sir,

I am / We are regularly Trading with you for Cash & Derivative & Market in BSE/NSE. I/we hereby authorized you to do following on my/our behalf:

1. You are requested to accept all my buy / sell orders over the telephone / fax conveyed by myself /our selves or Mr. \_\_\_\_\_ who is duly authorized by me / us, and thus no need to take our orders in writing every time. All such orders and trades will be binding on me /us.
2. I / we hereby authorize the undersigned Mr./ Ms. \_\_\_\_\_ to collect & acknowledge on my/our behalf the Bills, Contract notes & statements of account & securities for my /our transactions.

\_\_\_\_\_  
(Signature of authorized person)

3. You can adjust any amounts receivable from me /us against any credits standing into my /our account or from my /our forthcoming pay-outs payable to me/us.
4. Further, I/We hereby give my/our consent to maintain my/our account for fund and securities as RUNNING ACCOUNT. The Securities lying in my lean A/c should be considered as margin deposits. The said Running authorization is subject to revocation in writing by me at any time. I/We request you to keep my/our Securities, Margin and funds with you to meet my/our pay in obligation in the Succeeding settlements in the same segment as well as other segments of BSE/NSE. The actual settlement of funds & Securities shall be done by you at Monthly/Quarterly interval. You will send quarterly statement of Funds & Securities and I/We shall bring any discrepancy within 7 working days from the receipt of Statements. You will transfer my funds/Securities lying with you within three working day of the request as the case may be.

I have noted the following :-

- 1) This authorization must be renewed at least once a year.
- 2) The authorization shall be signed by me only and not by any power of attorney holder or by any authorized person.
- 3) I may revoke the authorization without notice in advance to KRC.

Thanking you,  
Yours faithfully,

Signature of the Client \_\_\_\_\_

Name of the Client: \_\_\_\_\_

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

**VOLUNTARY**

To,  
**Kisan Ratilal Choksey Shares and Securities Pvt. Ltd.**  
Mumbai

Dear Sir,

**Sub: Sharing of Data and Information**

I/we am/are holding a trading account No..... and demat account no..... with KRC. I/we are availing the various financial products/facilities offered by the various business divisions of KRC. I/we am/are aware that while availing such products/facilities, KRC is mandated to obtain information about me/us and my/our transaction.

In view of the above, we hereby authorize KRC to share the following information/documents/data, about me/us and our transactions, to other business divisions of KRC or its affiliates/group companies which is offering the products/facilities availed by me/us:

1. Information provided by me in the Know Your Client (KYC)
2. My holdings in stocks
3. Ledger balances in my/our trading for both BSE and NSE
4. Transaction cum holding statement with KRC -DP

I/we would have no objection to KRC sharing the above information, about me to its other business divisions or group companies or affiliates.

Yours faithfully,



**Name, Seal and Signature of Sole / All Holders**

**VOLUNTARY**

To,  
Kisan Ratilal Choksey Shares & Securities Pvt. Ltd.  
5th Floor, Abhishek Bldg., Dalia Indu. Estate  
Off-Link Road, Andheri (West) Mumbai - 400 058

Dear Sir,

Ref: Utilisation of credit balances in my ledger A/C by using the same towards investment in Liquid Bees.  
I/We hereby authorise you to purchase / sell in the Benchmark Liquid Bees of Benchmark Mutual Fund or any other similar product, if there is credit balance in my/our ledger account.

Thanking you,  
Sincerely



**Name, Seal, and signature of Sole / All holders**

**AUTHORISATION FOR ELECTRONIC CONTRACT NOTE**

**VOLUNTARY**

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

Kisan Ratilal Choksey Shares and Securities Pvt. Ltd.

Mumbai

Dear Sir,

I/We have been/shall be dealing through you as 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 nonreceipt/ delayed receipt for nay 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.

Thanking you

Yours faithfully



Signature of the Client \_\_\_\_\_

Name of the Client : \_\_\_\_\_

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

**Declaration under FEMA**

**VOLUNTARY**

To,  
DepositoryParticipant,  
Kisan Ratilal Choksey Shares & Securities Pvt. Ltd.  
5th Floor, Abhishek Bldg., Dalia Indu. Estate  
Off-Link Road, Andheri (West) Mumbai - 400 058

I/We hereby declare that the particulars given by me/us are true and to the best of my/our knowledge. I/We undertake to inform you that I/We have complied all the rules & regulations of FEMA (Foreign Exchange Management Act) and would continue to comply the same in the future for the investments in Indian stock market.

Yours truly

Name & Signature 1st Holder  \_\_\_\_\_

Name & Signature 2nd Holder  \_\_\_\_\_

Name & Signature 3rd Holder  \_\_\_\_\_

Place :

Date :