

VISARIA SECURITIES PVT. LTD.

INDIVIDUAL TRADING

ACCOUNT OPENING KIT

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Name of the Stock Broker/ Trading Member/ Clearing Member: Visaria Securities Pvt. Ltd.
(SEBI Registration Details)

Segment	National Stock Exchange of India Ltd. (NSE)	Bombay Stock Exchange Ltd. (BSE)
Capital Market	SEBI Regn. No.: INB231158339-Mar 28,2001	SEBI Regn. No.: INB011063733 -July 27,2000
Futures & Options	SEBI Regn. No.: INF231158339-JUN 28,2007 (Self Clearing Member) Jun 28, 2007	

Registered office address: 3-B2, CNeRGY, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400 025.
Phone No.: 022-2439 9999 Fax: 022-2439 9976 Email Id. accounts@visaria.in

Correspondence office address: 3-B2, CNeRGY, Appasaheb Marathe Marg, Prabhadevi, Mumbai – 400 025.
Phone No.: 022-2439 9999 Fax: 022-2439 9976 Email Id. accounts@visaria.in

Compliance Officer Name: Premal Shah, Phone No.:022-22626633 & Email id: . accounts@visaria.in

Director Name : Kamal M Visaria ,Phone no. 022-22626633 & Email id: accounts@Visaria.in

For any grievance/dispute please contact Visaria Securities Pvt. Ltd. at the above address or email at compliance@Visaria.in or Ph No. 022-22626633. In case not satisfied with the response, please contact the concerned exchange(s):

for National Stock Exchange Ltd. at ignse@nse.co.in or Ph No. 1800 22 0058

for Bombay Stock Exchange Ltd. at is@bseindia.com or Ph No. 022-22728097

Visaria Securities Pvt. Ltd. Is engaged in client based business and proprietary trading as well. This disclosure is made in pursuance of SEBI Circular No. SEBI/MRD/SE/Cir-42/2003 dated November 19, 2003 and amendments therein.

Visaria Securities Pvt. Ltd.
TRADING ACCOUNT RELATED DETAILS

For Individuals PART II

C. OTHER DETAILS

1. Gross Annual Income Details (please tick (✓)):

Income Range per annum: Below 1 Lac 1-5 Lac 5-10 Lac 10-25 Lac > 25 Lacs

OR

Net-worth in (*Net worth should not be older than 1 year) **as on** (date) : d d / m m / y y y y

2. Occupation (please tick (✓) any one and give brief details):

Private Sector Service Public Sector Government Service Business Professional Agriculturist
 Retired Housewife Student Forex Dealer Others (please specify) _____

3. Please tick, if applicable: Politically Exposed Person Related to a Politically Exposed Person

For definition of PEP, please refer guideline overleaf

4. Any Other information: _____

D. BANK ACCOUNT(S) DETAILS

Bank Name	Branch Address	Bank Account no.	Account Type: Saving/Current /Others-In case of NRI/NRE/NRO	MICR Number	IFSC code

E. DEPOSITORY ACCOUNT(S) DETAILS

Depository Participant Name	Depository Name (NSDL/CDSL)	Beneficiary name	DP ID	Beneficiary ID (BO ID)

F. TRADING PREFERENCES

**Please sign in the relevant boxes where you wish to trade. The segment not chosen should be struck off by the client.*

Exchanges	Segments		
National Stock Exchange of India Ltd. (NSE)	Cash <input checked="" type="checkbox"/>	F&O <input checked="" type="checkbox"/>	Currency Derivative <input checked="" type="checkbox"/>
Bombay Stock Exchange Ltd. (BSE)	Cash <input checked="" type="checkbox"/>	F&O <input checked="" type="checkbox"/>	-----

If, in future, the client wants to trade on any new segment/new exchange, separate authorization/letter should be taken from the client by the stock broker.

G PAST ACTIONS

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

H. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS

If client is dealing through the sub-broker, provide the following details:

Sub-broker’s Name: SEBI Registration number:

Registered office address:

Ph:Fax: Website:

- Whether dealing with any other stock broker/sub-broker (if case dealing with multiple stock brokers/sub-brokers, provide details of all)
 Name of stock broker: Name of Sub-Broker,
 If any:Client Code: Exchange:
 Details of disputes/dues pending from/to such stock broker/sub- broker:

I. ADDITIONAL DETAILS

- Whether you wish to receive physical contract note or Electronic Contract Note (ECN)
 (Please specify): Specify your Email id, if applicable:

1) _____ 2) _____

- Whether you wish to avail of the facility of internet trading/ wireless technology (please specify):
- Number of years of Investment/Trading Experience:
- Any other information

J. INTRODUCER DETAILS (optional)

Name of the Introducer:
(Surname) (Name) (Middle Name)
Status of the Introducer: Sub-broker/Remisier/Authorized Person/Existing Client/Others,
Please specify:
Address and phone no. of the Introducer:
.....

Signature of the Introducer:

K. NOMINATION DETAILS (for individuals only)

I wish to nominate

I do not wish to nominate

Name of the Nominee: Relationship with the Nominee:
PAN of Nominee: Date of Birth of Nominee:
Address and phone no. of the Nominee:
.....

If Nominee is a minor, details of guardian:

Name of guardian:
Address and phone no. of Guardian:
.....

Signature of guardian

WITNESSES (Only applicable in case the account holder has made nomination)

Name

Name

Address
.....
.....
.....

Address
.....
.....
.....

Signature

Signature

DECLARATION

1. I hereby declare that the 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 or misleading or misrepresenting, I am aware that I may be held liable for it.
2. I confirm having read/been explained and understood the contents of the document on policy and procedures of the stock broker and the tariff sheet.
3. I further confirm having read and understood the contents of the 'Rights and Obligations' document(s) and 'Risk Disclosure Document'. I do hereby agree to be bound by such provisions as outlined in these documents. I have also been informed that the standard set of documents has been displayed for Information on stock broker's designated website, if any.



Signature of the Applicant:

Place: _____

Date: _____

FOR OFFICE USE ONLY

UCC Code allotted to the Client:

	Documents verified with Originals	Client Interviewed By	In-Person Verification done by
Name of the Employee			
Employee Code			
Designation of the employee			
Date			
Signature			

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

For Visaria Securities Pvt. Ltd.

Authorised Signatory

Seal Stamp of the Stock Broker

Date

INSTRUCTIONS/ CHECK LIST

1. Additional documents in case of trading in derivatives segments - illustrative list:

Copy of ITR Acknowledgement	Copy of Annual Accounts
In case of salary income - Salary Slip, Copy of Form 16	Net worth certificate
Copy of demat account holding statement.	Bank account statement for last 6 months
Any other relevant documents substantiating ownership of assets.	Self declaration with relevant supporting documents.

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

2. Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.
3. Demat master or recent holding statement issued by DP bearing name of the client.
4. For individuals:
 - a. Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.
 - b. In case of non-resident clients, employees at the stock broker's local office, overseas can do in-person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.

Visaria Securities Pvt. Ltd.
RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS AND CLIENTS
As prescribed by SEBI and Stock Exchanges

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

CLIENT INFORMATION

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

MARGINS

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

TRANSACTIONS AND SETTLEMENTS

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

BROKERAGE

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

LIQUIDATION AND CLOSE OUT OF POSITION

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

DISPUTE RESOLUTION

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

TERMINATION OF RELATIONSHIP

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

ADDITIONAL RIGHTS AND OBLIGATIONS

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued

in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.

33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

ELECTRONIC CONTRACT NOTES (ECN)

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

this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

LAW AND JURISDICTION

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

Signature of the Applicant: 

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

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

Visaria Securities Pvt. Ltd.
RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

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

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

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

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

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

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

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

1. BASIC RISKS:

1.1 Risk of Higher Volatility:

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

1.2 Risk of Lower Liquidity:

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

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

1.3 Risk of Wider Spreads:

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

1.4 Risk-reducing orders:

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

1.4.1 A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security / derivatives contract.

1.4.2 A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.

1.4.3 A stop loss order is generally placed "away" from the current price of a stock / derivatives contract, and such order gets activated if and when the security / derivatives contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the security / derivatives contract reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security / derivatives contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

1.5 Risk of News Announcements:

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

1.6 Risk of Rumors:

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

1.7 System Risk:

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

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

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

1.8 System/Network Congestion:

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

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

2.1 Effect of "Leverage" or "Gearing":

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

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

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

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

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

D. 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 derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2 Currency specific risks:

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

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

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

2.3 Risk of Option holders:

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

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

2.4 Risks of Option Writers:

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

2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is

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

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

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

4. GENERAL

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

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

Signature of the Applicant: 

Visaria Securities Pvt. Ltd.

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

BEFORE YOU BEGIN TO TRADE

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

TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
 - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
 - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an

extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.

- c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
- d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.

- 14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.
- 15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

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

DISPUTES/ COMPLAINTS

- 18. Please note that the details of the arbitration proceedings, penal action against the brokers and investor complaints against the stock brokers are displayed on the website of the relevant Stock exchange.
- 19. In case your issue/problem/grievance is not being sorted out by concerned stock broker/sub-broker then you may take up the matter with the concerned Stock exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.
- 20. Note that all the stock broker/sub-brokers have been mandated by SEBI to designate an e-mail ID of the grievance redressal division/compliance officer exclusively for the purpose of registering complaints.

Visaria Securities Pvt. Ltd.

POLICIES AND PROCEDURES OF VISARIA SECURITIES PVT. LTD

(Reference Para 8 of SEBI Circular No. MIRSD/SE/CIR-19/2009 dated December 03, 2009)

This has reference to your trading account with us and in accordance with the Know your Client (KYC) Norms specified by Securities and Exchanges Board of India [SEBI] vide their circular No. MIRSD/ SE/Cir-19/2009 dated December 3, 2009. The aforesaid circular warrants your broker to bring to your notice the following Policies & Procedures:

A. Refusal of orders for penny stocks:

- VSPL may at its discretion refuse to execute any buy or sell trade on behalf of the client including but not restricted to dealings in penny stocks, illiquid stocks, infrequently traded stocks / contracts etc if the Stock Broker is of the view that such execution would adversely affect market integrity or give rise to regulatory / disciplinary actions/ concerns.

Although, the term 'Penny Stock' has not been defined by SEBI or any stock exchange, a penny stock generally refers to a stock which may have following characteristics:

- Trades at a price less than Rs.10/- or at a price less than its face value.
- has small market capitalization.
- has unsound fundamentals.
- is illiquid security (A list of illiquid securities is jointly released by The Exchanges from time to time.)
Visaria Securities Pvt. Ltd (VSPL) recognizes that it is client's prerogative to choose shares in which he/she would like to trade.

B. Setting up client's exposure limit:

VSPL may from time to time impose and vary limits on the orders that the client can place through the client 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.). VSPL 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 limits in security specified /volume specific exposures etc.). VSPL may at any time, at its sole discretion and without prior notice, prohibit or restrict the clients ability to place orders or trade in securities through the stock broker, or it may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute / allow execution of orders due to but not limited to the reason of lack of margin / securities or the order being outside the limits set by stock broker / exchange / SEBI and any other reasons which the stock broker may deem appropriate in the circumstances. Ordinary,

- Exposure limit for each client is determined by the Risk Management Department based on client's KYC information, Net-worth information and Margin deposited by client in the form of funds/securities with the VSPL. These limits may be set exchange-wise, segment-wise & scrip-wise.
- The limits are determined by Risk Management Department based on the above criteria and payment history of the client in consultation with Relationship Manager of the Respective Client.
- The Risk Management Department continuously monitors the various limits set by it.

- Whenever, any client has taken or wants to take exposure in any security, VSPL, may call for appropriate margins in the form of early pay-in of shares or funds before or after execution of trades in the Cash segment. In case of any margin shortfall, the clients are told to reduce the position immediately or requested to deposit extra margin to meet the shortfall. Otherwise, VSPL may refuse trading on behalf of such client in its own discretion.

C. Applicable brokerage rate:

The stock broker is entitled to charge brokerage within the limits prescribed by the Regulators which at present is as under:

- a) For Cash Market Segment : The maximum brokerage chargeable in relation to trades effected in the securities admitted to dealings on the Capital Market segment of the Exchange shall be 2.5% of the contract.
- b) price exclusive of statutory levies. Where the sale / purchase value of a share is Rs.10/- or less, a maximum brokerage of 25 paise per share may be collected.
- c) For Option contract: Brokerage for option contracts shall be charged on the premium amount at which the option contract was bought or sold and not on the strike price of the option contract. It is hereby further clarified that brokerage on options contracts shall not exceed 2.5% of the premium amount or Rs 100/- (per lot) whichever is higher.
- d) The stock broker shall be entitled to increase the brokerage applicable to the client within the overall limit stipulated by the Regulator after giving the client fifteen days notice.

D. Imposition of penalty/delayed payment charges by either party, specifying the rate and the period:

The client shall be liable to penalty and other charges on non-payment of margin money, short selling of securities or units, failure of payment of auction, cheque bounce, non-delivery of shares, increase in open position or any orders / trades /deals /actions of the clients which are contrary to his agreement / rules / regulations/ bye-laws of the exchange or any other law for time being in force as per rules, regulations, guidelines and circulars issued by SEBI and stock exchange from time to time. Similarly, in case of non receipt of full payment purchased, margin imposed (initial plus exposure margin plus market to marker loss plus any other margin as imposed) interest will be charged at 12% per annum calculated on daily basis on shortfall amount and the amount of interest shall be debited to the account of the client on fortnightly basis.

All fines/ penalties and charges levied due to act / deems or transactions of the client will be recovered by the stock by debiting directly to the trading account of the client.

Client may maintain the accounts of clients on a running account basis .For any pay-out, the client has to give request to VSPL. VSPL shall pay-out the requested funds (after considering the margin or any other liability of such client towards VSPL) to the client within 24 hours of receiving the request. In case of any delay in transferring the funds to the client within the stipulated time, VSPL shall pay an interest at the rate of 12% p.a on any shortage in the amount transferred compared to the amount requested for the period during which such delay in payment continues.

E. Right to sell clients' securities or close clients' positions, without giving notice to the client, on account of non-payment of client's dues:

If a Client fails to make payment of consideration to the Stock Broker in respect of any one or more securities purchased by him before the pay-in date notified by the exchange from time to time, the Stock Broker shall be at liberty to sell / liquidate the securities received by pay-out, as per the policy of the Stock Broker, after taking into account any amount lying to the credit of the Client. The loss, if any, on account of liquidation shall be to the account of the Client. Without prejudice to the Stock Broker's other rights the Stock Broker shall be entitled to liquidate/ close out all or any of the Client's positions, without giving notice

to the Client, for non-payment of margins or other amounts, outstanding debts, etc. Any and all losses and financial charges on account of such liquidation / closing-out shall be charged to and borne by the Client.

F. Shortages in obligations arising out of internal netting of trades:

VSPL shall not be obliged to deliver any securities 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 entity liable to deliver the securities 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:

- a) The internal shortage delivery is purchased in internal shortage covering A/c on T+2 day which is the delivery day on exchange (subject to availability of quantity short delivered) or in certain unavoidable circumstances on the 3+ T days. The purchase consideration + brokerage + all charges is debited to short delivering client A/c).
- b) If the security cannot be purchased from market due to any force majeure condition within T+4 days then short delivery seller is debited at T+4 day's closing rate + 10% (of closing rate) or(higher price from T+1 to T+4 days) and purchaser is credited by the same amount .
- c) In case corporate action like split, bonus etc. exists in the particular scrip then original short quantity is purchased in internal Shortage Covering A/c as procedure followed in short delivery case as mention above in point "a" and corporate action quantity is purchased in sellers account, however incase of non-availability of the security in the market, the procedure as laid down in point "b" above is followed.

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

VSPL shall have absolute discretion and authority to limit clients' volume of business or to close any existing position of client under following conditions:

- Where there are insider trading restrictions on the client.
- Where there is shortfall in the margin deposited by client with VSPL.
- Where there are any restrictions imposed by Exchange or Regulator on the volume of trading outstanding positions of contracts.
- Where the client is undertaking any illegal trading practice or the client is suspected to be indulging in money laundering activities.
- where the broker has reached its limit in that scrip.
- Where taking further position may result in violation of permissible limits.
- Where taking further position, in the opinion of stock broker, may be against public policy or any Prescribed Law, Rule or Regulation.
- In the event of stock broker coming to know of Client's insolvency, death or becoming of unsound mind

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

Client may instruct the member to close the account or suspend the trading through client's account for the period as specified in the request in writing and duly signed by him. VSPL can withhold the pay-outs of client and suspend client's trading account due to surveillance action of VSPL or judicial or/ and regulatory order/

action requiring client suspension. VSPL shall maintain such suspension/ disablement till such time the client makes a specific request and complies with required formalities in that regard.

I. Deregistering a Client

VSPL may, in its absolute discretion, decide to deregister a particular client. The illustrative circumstances under which VSPL may deregister a client are given below:

- SEBI or any other regulatory body has passed an order against such client, prohibiting or suspending such client from participating in the securities market.
- Such client has been indicted by a regulatory body or any government enforcement agency in case of market manipulation or insider trading or any other case involving violation of any law, rule, regulation, guideline or circular governing securities market.
- Such client is suspected of indulging in illegal or criminal activities including fraud or money laundering.
- Such client's name appears in the UN list of prohibited entities as mentioned under the VSPL AML Policy & Procedures.
- On the death / lunacy or other disability of the Client.
- 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.
- 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 .
- If the client being a partnership firm, has any step taken by the Client and/ or its partners for dissolution of the partnership.
- If the client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution.
- If the Client has made any material misrepresentation of facts.
- 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.
- If the Client suffers any adverse materials in his/her/ its financial position or defaults in any other agreement with the VSPL.

Signature of the Applicant: 

Name of the Applicant: _____

Visaria Securities Pvt. Ltd.

Tariff sheet

Further, I agree to the following terms of doing business

Segment	Sq. off (%)		Sq. off Min (ps)		Delivery (%)		Delivery Min (ps)	
	Buy	Sell	Buy	Sell				
NSE Cash								
NSE F&O								
NSE Currency								
BSE Cash								
BSE F&O								
MCX-SX Cash								
MCX-SX F&O								
MCX-SX Currency								

The above given brokerage will be exclusive of the following charges.

	NSE Cash	NSE F&O	NSE Currency	BSE Cash	BSE F&O	MCX Cash	MCX F&O	MCX Currency
Transaction charges								
Sq. up Stamp Duty								
Del. Stamp Duty		N.A.	N.A.		N.A.	N.A.	N.A.	N.A.
SEBI Fees								
STT	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
Auction Charges	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual
Other Charges								
Service Tax as applicable								

Note: 1. Inter settlement / DP transaction charges arising out of purchase / sell transactions effected by constituents will be debited to Constitute Account.

2. The above charges are subject to change by the regulatory authorities or Government agencies.

Signature of the Applicant: 

Name of the Applicant: _____

Visaria Securities Pvt. Ltd.
VOLUNTARY DOCUMENTS

VOLUNTARY CLAUSES

The client and the 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. The Client has agreed to sign, execute and be bound by all forms, agreements, documents as may be considered necessary for opening the account with the Stock broker.
2. The client has the required legal capacity to, and is authorized to, enter into this agreement and is capable of performing his obligations and undertakings hereunder.
3. Excess Contracts : The client agrees that he shall not acting alone or in concert with others, directly or indirectly, hold and control excess number of permitted futures/options contracts and shares as fixed from time to time by the said Exchanges.
4. Long or short position : the client agrees that he shall not exercise a long or short position where, acting alone or in concert with others, directly or indirectly that it shall have exercised in excess of the number of permitted futures/options contracts and shares as fixed from time to time by the said Exchanges.
5. Lien: The client agrees that all monies, securities or other property that may be held by the stock broker on the client's account shall be held subject to a general lien for the discharge of the client's obligation to the stock broker under this agreement.
6. The client authorizes the stock broker to use his discretion to buy, sell or close out any part or all the contracts held in the clients account with the stock broker for the protection of the stock broker, in case of any default by the client. The client agrees to reimburse any or all such incidental expenses incurred by the stock broker.
7. **Provisions in case of Default (for F&O segment / Currency Derivatives segment only) :**
In the event of failure of the Client to fulfill his obligations to the Stock Broker, the F&O Segment, Currency Derivatives Segment or the Clearing House/Clearing Corporation(s), the Client's position may be closed out and the money, if any, of the Client available with the Stock Broker, the Derivatives Segment, Currency Derivatives Segment or the Clearing House/Clearing Corporation(s) may be adjusted against the Client's liabilities / obligations.
8. The client hereby agrees and understands that in case of any non-compliance and / or default by the client such as cheque bouncing, F&O/ Currency Derivatives short margin, price rigging or for any other matters as may be decided by stock broker from time to time, without prejudice to the stock broker's other rights, the stock broker may levy charges / penalty(ies) on the client and debit such charges / penalty in the client's account.
9. **Force Majeure :** The stock broker and / or its agents will not be liable for losses / costs damages caused directly or indirectly from :
 - a) any action, omission, suspension of trading, decision on ruling of any Exchange or Regulatory, Governmental or other body or of any other person which is beyond the Stock Broker's control; or
 - b) by acts of God including earthquakes, flood, accident; or
 - c) any commotion, insurrection, embargo, industrial dispute computer, communication, telephone or system failure, war, power failure, equipment or software malfunction, strikes, etc. or
 - d) any other conditions, beyond the control of the Stock Broker.The above Force Majeure events do not exempt the Client to fulfill the obligations in his account with the Stock Broker.
10. The stock broker and client agree that the stock broker will not be responsible for partial execution of orders placed by the client. The client also agrees that all orders placed by him shall be treated as orders for that

particular session only. In case the client wants the orders to be carried forward or extended for the day he shall communicate the same to the stock broker.

11. The client agrees that any notice or communication served on the client under this agreement shall be valid and binding on him and shall be deemed to be duly served, if conveyed in writing through letter, fax or telegram or by personal delivery duly acknowledged by the other party / courier at the registered post to the address of the client mentioned hereinabove or the last known address, or if electronically delivered at any one of the email id intimated by the client or created by the stock broker at the request of the client, or by publishing the same in the prominent daily newspaper where the registered / last known business / residential address of the Client is situated or if conveyed over telephone / fax on the last known number or on the recording machine of such number or if a notice is passed at the door of the registered address or the last known address of the client.
12. Any communication or notice, sent by the client to the stock broker shall be deemed to be duly served, if conveyed in writing through letter, fax or telegram or by personal delivery duly acknowledged by the stock broker or by registered post sent at the registered address of the stock broker mentioned hereinabove.
13. All payment for securities bought shall be made out by way of cheque / demand draft / fund transfer in favour of 'Visaria Securities Pvt. Ltd..' At the time of settlement of dues of the client, the stock broker shall draw an account payee cheque / fund transfer in favour of the client which may be payable to a specified bank account of the client.
14. For the purpose of this agreement, the term 'Dues of Client' shall include the amount of monies payable by the Client including, but not limited to the purchase price of the Securities, Brokerage, Margin money, Service Tax, Turnover Tax, Auction Debit and Charges, Service Charge, Securities Transaction Tax and other amounts agreed to and payable by the Client to the Stock Broker.
15. The client agrees to keep the member updated on his financial status and provide such details as regards financial position, assets, liabilities etc., including networth details, etc., once in a year and also as and when required by the stock broker. The client hereby permits the Stock Broker to provide such information any time to any statutory/ regulatory / regulatory authorities as may be required.
16. The client hereby agrees to ensure that before selling any shares, he has the same in hand. Any loss arising of auction / closeout on account of shares not cleared in stock broker's account will be borne by the client. The client also agrees to bear any loss arising out of auctions due to incomplete instructions, illegible instructions, unclear instructions and instructions not received on time.
17. The client hereby authorizes the stock broker to transfer shares, lying in the Stock Broker's pool account for pay-in purposes for shares purchased by the client in previous settlements. In case the client does not want the stock broker to transfer these shares towards inter settlement from the stock broker's pool account for pay in purposes, he shall inform the stock broker in writing 24 hours before pay in date. In case the stock broker does not receive the same in writing or for a wrong settlement, the stock broker shall not be responsible for loss, if any.
18. **Tape recording of Client conversation:** The Client is aware that the stock broker may tape-record the conversation between the Client or the client's representative and the stock broker, either personally or over the telephone, and the client hereby specifically permits the stock broker to do so. Such electronic recordings may be relied upon by the stock broker as and when required to resolve disputes in connection with the trading transactions.
19. For all internal positions between two or more clients of the stock broker, the client accepts the internal policy and guidelines as framed by the management of the company from time to time.
20. **Severance:** In case any one or more of the provisions contained in the agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereto.

Signature of the Applicant: 

Date: _____

To,
Visaria Securities Pvt. Ltd.
3-B2, CNeRGY,
Appasaheb Marathe Marg,
Prabhadevi, Mumbai – 400 025.

Dear Sir/Madam,

Sub: Authorization to maintain running accounts .

I hereby authorize you to effect release of funds and securities due to me in the account and arising out of the transaction execute by me through you on a *running account* basis instead of on a settlement-to-settlement basis. No amount by way of interest or otherwise shall be payable by you to me in respect of funds or securities so held by you on a *running account* basis. The funds and/or securities, held by you on a *running* basis and due to me, shall be released to me as and when I request to release.

However, my preference for compulsory periodic settlement of funds/securities settlement date is as follows:

Monthly Quarterly

1. I request you to maintain running balance in my account & retain the credit balance in any of my account and to use the unused funds towards my margin/pay-in/other future obligation(s) in any segment(s) of any or all the exchange(s)/Clearing corporation unless I instruct you otherwise.
2. I request you to retain securities with you for my margin/pay-in/other-future obligation(s) in any segment(s) of any or all the Exchange(s)/ Clearing Corporation, unless I instruct you to transfer the same to my account.
3. I request you to periodic settlement of my fund and securities account as stated above, except the funds given towards collaterals/margin in form of Bank Guarantee and/or Fixed Deposit Receipt.
4. In case I have an outstanding obligation in derivative market on the settlement date, apart form margin liability you may retain additional margins (maximum up-to 75% of margin requirement on the day of settlement) to take care of any margin obligation arising in next 5 trading days.
5. In respect of cash market transaction you may retain funds/securities/margin to the extent of value of transactions executed on the date of settlement by me.

The authorization shall be signed by me only and not any power of attorney holder or by any authorized person.

As per SEBI circular CIR/MIRSD/01/2011 dated May 13, 2011

This authorization for maintain running account is valid unless and until, I inform you any time in writing to revoke this authorization.

Yours faithfully,

Signature of the Applicant: 

Name of the Applicant: _____

Authority Letter

Date: _____

To,

Visaria Securities Pvt.Ltd.

3-B2, CNeRGY,

Appasaheb Marathe Marg,

Prabhadevi, Mumbai – 400 025.

Dear Sir/Madam,

1. I hereby authorise you not to provide me Order Confirmation / Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I shall get the required details from contract notes issued by you.
2. I request you to consider my telephonic instructions for order placing/order modification/order cancellation as a written instruction and give me all the confirmation on telephone unless instructed otherwise in writing. I am getting required details from contracts issued by you.
3. I hereby request you to issue me order wise contract note in NSE, BSE and MCX-SX cash segment as and when required. Please also provide me details as annexure.
4. Adjustment in different segments & Exchanges

I hereby inform you that I wish to trade with Visaria Securities Pvt. Ltd. on the National Stock Exchange of India Limited (NSE), MCX Stock Exchange Limited (MCX-SX) in cash, Futures & Options Segment and Currency Derivative Segment & Bombay Stock Exchange Limited (BSE) in cash / Futures & Options Segment. I hereby request you and hereby authorize you to transfer, make adjustments and/or to set off a part or whole of the securities placed as margin and/or any surplus funds in any of my account/(s) maintained with you against the outstanding dues payable if any, by me in any of my account/(s). You have right of lien on the credit balance in any of my accounts. Any entries passed by you in accordance with this authorization shall be binding on me.

Thanking you

Yours faithfully

Signature of the Applicant: 

Name of the Applicant: _____

Voluntary

Deposit of Collateral

Date: _____

To,
Visaria Securities Pvt. Ltd.
3-B2, CNeRGY,
Appasaheb Marathe Marg,
Prabhadevi, Mumbai – 400 025.

Re: Authorisation for deposit of collateral with exchange(s) / clearing corporation / clearing house towards margin requirement.

I hereby authorize you to deposit our collateral lying with you with exchange /clearing corporation / clearing house towards margin requirement from time to time.

Further, kindly note that in case of any sale of securities that are kept as collateral on my behalf towards my margin requirements with the exchange, I will not hold you liable for non-release of such shares from exchange in case of shortfall of margins.

Thanking you,
Yours faithfully,

Signature of the Applicant: 

Name of the Applicant: _____

DECLARATION TO BE SIGNED IF CLIENT IS CONNECTED TO ANY STOCK EXCHANGE

To,
Visaria Securities Pvt. Ltd.
3-B2, CNeRGY,
Appasaheb Marathe Marg,
Prabhadevi, Mumbai – 400 025.

Dear Sir/Madam,

I hereby declare that I am a Member of the _____ (name of the stock exchange where client is a member) and in this regard pursuant to SEBI Circular SEBI/MIRSD/CIR-06/2004 dated January 13, 2004, I hereby confirm that

- 1. I have intimated the said Exchange of my intention to open a trading account with Visaria Securities Pvt. Ltd. only for the purposes for my proprietary trades (acknowledged copy of intimation letter is attached herewith).

Other than the above, I do hereby declare that I am not in any capacity connected to any other recognized Stock Exchange.

I also hereby confirm that I am not an employee of any Trading Member or of a registered sub-broker of any recognized Stock Exchange.

Signature of the Applicant: 

Name of the Applicant: _____

Place: _____

Date: _____

Voluntary

DECLARATION TO BE SIGNED IF CLIENT IS NOT CONNECTED TO ANY STOCK EXCHANGE.

To,
Visaria Securities Pvt. Ltd.
3-B2, CNeRGY,
Appasaheb Marathe Marg,
Prabhadevi, Mumbai – 400 025.

I hereby confirm that I am not a Member of any recognized Stock Exchange nor am I affiliated as a sub-broker or in any other capacity with any Member of any recognized Stock Exchange. I also hereby confirm that I am not an employee of any Trading Member or of a registered sub-broker of any recognized Stock Exchange.

Signature of the Applicant: 

Name of the Applicant: _____

Place: _____

Date: _____

Date: _____

To,

Visaria Securities Pvt. Ltd.

3-B2, CNeRGY,

Appasaheb Marathe Marg,

Prabhadevi, Mumbai – 400 025.

Dear Sir/Madam,


Sub.: Confirmation of Receipt of executed documents.

With reference to my registration as Client with you for National Stock Exchange of India Limited (NSE) in Equity Segment, Equity Derivative Segment and Bombay Stock Exchange Limited (BSE) in Equity Segment, I hereby confirm that I have received copies of the following executed documents:

1. Copy of Know Your Clients Form (KYC).
2. Copy of KRA Form
3. Rights and Obligations
4. Risk Disclosure Documents (RDD).
5. Running Account Letter
6. Policies and Procedures
7. All other executed documents.

Thanking you,

Yours faithfully,

Signature of Client: 

Name of the Client: _____

Client Code: _____

FORMAT
DECLARATION BY HUF

To,

Visaria Securities Pvt. Ltd.
3-B2, CNeRGY,
Appasaheb Marathe Marg,
Prabhadevi, Mumbai – 400 025.

Dear Sir,

I hereby request you to open our Trading Account with you, for our HUF.

Being Karta of my family, I hereby declare that following is the list of family members in our HUF as on date of application.

Sr. No.	Name of Family Members	Relation	Date of Birth	Sex

I hereby also declare that the particulars given by me as stated above are true as on date for making this application to open new account.

I agree that any false/misleading information given by me or suppression of any material information will render my said account liable for termination and further action. Further, I agree that any changes in the constitution of HUF will be immediately intimated by me.

Yours truly,

Signature of the Client X _____

(Please affix stamp of HUF)

DECLARATION BY PARTNERSHIP

To,
Visaria Securites Pvt. Ltd.
 3-B2, CNeRGY,
 Appasaheb Marathe Marg,
 Prabhadevi, Mumbai – 400 025.

Dear Sir/Madam,

We, the undersigned, partners of M/s. _____ carrying on business at _____ desire to open trading account with you for the purpose of buying and selling securities and / or other investment product(s) or the services though you.

We, the partners, jointly authorize our partner, Mr. / Ms. _____ to issue instructions to you as our stock broker for securities, trades, funds, investments, etc. and undertake that all the acts of the said partner in this connection purporting to be done on behalf of the firm shall be binding on the firm and each one of us and our respective estates until liabilities if any, accrued in respect of such acts have been discharged.

Thanking you,

Yours faithfully

No.	Full Name of the partners	Stamp & Signature on behalf of the firm
1		Signature of the Client X
2		Signature of the Client X
3		Signature of the Client X
4		Signature of the Client X

SHARE HOLDING PATTERN

(To be obtained on pre-printed Letterhead of the Company)

Name of shareholders holding more than 5% of the Share Capital of the Company	
Name of Shareholders	% of Holding

(Attach separate sheet)

For Company Name

Signature of the Client X _____

(Signature of Director / Authorised signatory Trustee with Company stamp / Trustee Stamp)

BOARD RESOLUTION IN CASE OF COMPANY

(To be obtained on pre-printed Letterhead of the Company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/s. _____ Ltd., AND HAVING ITS REGISTERED OFFICE AT _____ HELD ON _____ DAY OF _____, 201__ AT _____

Resolved that the company agree to open an account with **M/s. Visaria Secutires Pvt. Ltd.**, member of the **National Stock Exchange of India Ltd. (NSE & NSE F & O)**, **Bombay Stock Exchange Ltd. (BSE)** etc. for the purpose of dealing on Capital Market segment, Futures and Options segment, Currency derivative segment or any other segment that may be introduced by NSE / BSE / MSEI in future and 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:-

Sr. No.	Name	Designation	Specimen signature <i>(Attested Specimen Signatures of the Authorised Persons)</i>
1			
2			
3			

Who is/are authorized to sell, purchase, transfer, endorse, negotiate documents and/or otherwise deal per sheet through **M/s Visaria Securities Pvt. Ltd.** on behalf of the Company.

IN THE BOARD RESOLUTION OF CORPORATES:

RESOLVED FURTHER THAT the above mentioned authorized signatories is/are hereby authorized to take decisions with respect to the securities transactions. The board is aware that trading in the Derivatives segment is risky, but the returns are also quite higher and accordingly the board intends to trade in securities market and the company would be bound by all the transactions as may be entered on the company's behalf.

RESOLVED FURTHER THAT Mr. _____ and/or Mr. _____ Directors and/or Mr. _____ authorized signatory of the company be and hereby authorized to sign, execute and submit such applications, undertakings Mandatory and Voluntary Client registration documents and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this resolution.

AND RESOLVED FURTHER THAT, the Common Seal of the Company be affixed, wherever necessary, in the presence of any Directors or of any one director and Company Secretary, who shall sign the same in token of the presence.

For _____
Chairman/Company Secretary (Signature to be verified by the Banker)