

## INDEX

S. No.	Name of the Document	Brief Significance of the Document	Page No
<b>MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI &amp; EXCHANGES</b>			
1.	Account Opening Form	A. KYC form - Document captures the basic information about the constituent and an instruction/check list.	2-5
		B. Document captures the additional information about the constituent relevant to trading account and an instruction/check list.	
2.	Rights and Obligations	Document stating the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	16-21
3.	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	22-25
4.	Policies and Procedures	Document describing significant policies and procedures of the stock broker	26-28
5.	Guidance note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	29-30
6.	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s).	31
<b>VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER</b>			
8.	SMS/ E mail alert authorisation	Authorization to receive SMS & Email alerts from Stock Exchanges.	34
9.	Running Account Authorisation	This letter is Authorization to maintain fund securities on running account basis.	35
10.	Authority to debit the Demat Account operating charges.	This letter is applicable if your demat account is with us.	36
11.	ECN (Electronic Contract Note)	This authorization is to receive contract notes and other documents through electronic mode.	37
<b>FORMATS</b>			
12.	Client Profile	For the purpose of PMLA, certain details of clients are to be provided.	38
13.	HUF Declaration	To be provided by HUF for the details of HUF.	40
14.	Format of Declaration by Partnership Firm	To be provided on Letter Head of Firm	41
15.	Format of Board Resolution	To be provided on Letter Head of Company	42
<b>DOCUMENTS RELATED TO DEMAT ACCOUNT</b>			
16.	Additional KYC		6-9
17.	Agreement		10-13
18.	Power of Attorney		14
19.	Tariff Structure For DP Account		15
20.	Payment of Demat Charges		36
21.	HUF Declaration for DP Account		39

## Details of Trading and Clearing Member

Name of stock broker : FOCUS SHARES & SECURITIES PVT. LTD.

Regd. & Correspondence office address : 28, Apollo Street, Raja Bahadur Mansion, 3rd Floor, Fort, Mumbai 400 001.

Telephone Nos. :..... 91-22 - 6747 3722/23.

FAX No. :..... 91-22 - 2264 1344.

Website : ..... www.focuscomtrade.com

E mail :..... focus@focuscomtrade.com

SEBI Registration No. and date: NSE : INB231296337 (Cash Segment) 24/04/2008  
NSE : INF231296337 (Derivatives Segment) 23/08/2008  
NSE : INE231296337 (Currency Segment) 24/10/2008  
BSE : INB011296333 (Cash Segment) 04/08/2008  
MCX-SX : INE261296337 29/09/2008  
Member Code : NSE 12963, BSE 3254, MCX-SX 13800

### Clearing member :

Compliance officer name :	Mr. Yogesh Parekh	Mr Bhawani singh Shekhawat
Exchange :	NSE, CDSL	BSE,MCX-SX
Phone no.:	91 22 6747 3725	91 22 6747 4307
Email id :	yogesh@focuscomtrade.com	bhawani@focuscomtrade.com
CEO name :	Mr. Suresh Chotia	
Phone no. :	91 22 6747 4303	
Email id:	schotia@focuscomtrade.com	

For any grievance/dispute please contact **FOCUS SHARES & SECURITIES PVT. LTD.** at the above address or **customercare@focuscomtrade.com** and Phone no. **+91-22-6747 3722/23**. In case not satisfied with the response, please contact the concerned exchange(s) at their Contact details given below.

**National Stock Exchange of India Ltd.(NSE)**  
Investor Grievance Cell / Arbitration  
Email : ignse@nse.co.in  
Tel No: 26598190 (IGC) / 26598192 (Arbitration)  
Fax No: 26598191

**Bombay Stock Exchange Limited (BSE)**  
Telephone Number: 022-22721233/34  
Fax No.: 022-22723677  
Investor Services email id. : is@bseindia.com  
Investor Services Telephone No. : 022 2272 8097  
E-mail Id: stanies.crasto@bseindia.com

**MCX Stock Exchange Limited,**  
Suren Road, Andheri (East),  
Mumbai - 400 093  
Email ID - investorcomplaints@mcx-sx.com  
Tel No. - (022) 6731 8933 / 9000

**Central Depository Services (India) Limited**  
Regd. Office: 17th floor, P J Towers, Dalal Street,  
Fort, Mumbai - 400001  
Complaints/grievances : complaints@cdslindia.com  
Telephone Number: 1800-200-5533

### PRO Trading Disclosure

Pursuant to SEBI circular no. SEBI / MRD / SE / CIR.- 42 / 2003 dated November 19. 2003, We hereby disclose that we do client based business as well as undertake proprietary trading.

**TRADING ACCOUNT RELATED DETAILS**

**For Individuals & Non-individuals**

**A. Bank Account Details** (First Bank A/c. is default Bank A/c., through which transaction will generally be routed)

Bank Name	Address	Type of A/c.	A/c. No.	MICR Code	IFSC Code
		<input type="checkbox"/> Savings <input type="checkbox"/> Current <input type="checkbox"/> NRI/NRE/NRO			
		<input type="checkbox"/> Savings <input type="checkbox"/> Current <input type="checkbox"/> NRI/NRE/NRO			
		<input type="checkbox"/> Savings <input type="checkbox"/> Current <input type="checkbox"/> NRI/NRE/NRO			

**B. Depository Account(s) Details** (First Depository A/c. is default Depository A/c)

Depository Participant details of the Client (In order of presence) <input type="checkbox"/> CDSL <input type="checkbox"/> NSDL			
DP Name	DP ID	Beneficiary A/C. No.	First / Joint Holder

**C. Trading Preferences**

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

Segments ▶	Cash	F & O	Currency	Other Segment
BSE →				
NSE →				
MCX-SX →				
→				



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

**D. Past Action**

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  
 (If yes Please give details) : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**E. Dealing 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. No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Website:www. \_\_\_\_\_


• 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: .....

**F. Additional Details**

♦ Whether you wish to receive  physical contract note or  Electronic Contract Note(ECN)  
Specify your Email id, if ECN: \_\_\_\_\_

Signature of Client :  \_\_\_\_\_

♦ Whether you wish to avail of the facility of Internet Trading / wireless technology  Yes  No

Signature of Client :  \_\_\_\_\_

♦ Number of years of Investment / Trading Experience \_\_\_\_\_

♦ In case of non-individuals, name, designation, PAN, UID, signature, residential, address and photographs of persons authorised to deal in securities on behalf of company/firm/others: \_\_\_\_\_

♦ Any other information : \_\_\_\_\_

**G. Introducer Details (Optional)**

Name of Introducer :- \_\_\_\_\_  
(Surname) (Name) (Middle Name)

Address of the Introducer :- \_\_\_\_\_

Status of the Introducer :  Sub Broker  Remisier  Authorized Person  Existing Client

Others, Please Specify \_\_\_\_\_

Phone No.: \_\_\_\_\_ Signature of Introducer : \_\_\_\_\_

**H. Nomination Details (for Individuals only)**

<input type="checkbox"/> I/We do not wish to nominate	<input type="checkbox"/> I/We wish to nominate
Name of the Nominee :	
Relationship with the Nominee :	
PAN of Nominee :	Date of birth of Nominee :
Address of the Nominee :	
Phone No of Nominee :	

Nominee is a minor, Details of guardian :

Name of the guardian :
Address of the gurdian :
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/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.
2. I/We confirm having read/been explained and understood the contents of the document on policy and procedures of the stock broker and the tariff sheet.
3. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s) and 'Risk Disclosure Document'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on stock broker's designated website, if any.

Place -----

Date -----



\_\_\_\_\_  
Signature of Client/ (all) Authorized Signatory (ies)

**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			

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

**For Focus Shares & Securities Pvt. Ltd.**

Director / 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.
5. **For non-individuals:**
  - a. Form need to be initialized by all the authorized signatories.
  - b. Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures.

## Focus Shares & Securities Pvt. Ltd.

28, Apollo Street, Raja Bahadur Mansion, 3rd Floor, Fort,  
Mumbai - 400 001.

Tel. : 91-22-6747 3722 / 23.

E mail : cdsl@focuscomtrade.com

### Application Form for opening Demat Account

**Depository Participant : Central Depository Services (India) Ltd.**

**Depository participant Id No. : 63600**

**SEBI Regd. No. : IN-DP-CDSL-538-2010**

**Please read the following before filling the application form.**

1. If the Clearing member is a sole proprietor or an Individual, then the Corporate Account opening form should filled in.
2. Signature can be in English, Hindi, or any of the other languages contained in 8th schedule of the constitution of India. Thumb impression and signature other than in the above mentioned languages must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate under his/her official seal.
3. Details of the Names, Address and Tel No. etc. of the Magistrate / Notary public / special Executive Magistrate are to be provided in case of any attestation done by them.
4. In case of additional Signatures, separate annexure should be attached to the application form.
5. In case of application under Power of Attorney, the relevant Power of Attorney or the certified and duly notarised copy thereof, Name of POA, Signature of POA, must be lodged with the DP along with the application.
6. Suffix refers to Mr. X junior or Ms. X Senior or Lord Y I or Lord Y II etc.
7. Where the holder is a minor, person lawfully entitled to act on behalf of the minor should sign the nomination.
8. All Correspondences/Queries shall be addressed to the First/sole Applicant only.
9. Transaction statement will be sent on a monthly basis, subject to a transaction having taken place.
10. Please paste photograph (and not staple) and sign across at place provided.
11. In "HUF" category Nominee can not be appointed and also joint holder(s) are not allowed.
12. Strikeoff whichever is not applicable.
13. Easy facility through CDSL's website : [www.cdslindia.com](http://www.cdslindia.com) wherein a BO can view his ISIN balances transactions and value of the portfolio on line.

**Also submit the following :**

One recent colour passport size photograph for each holder(s).

Photo identify proof and address proof.

Photograph & copy of Birth Certificate of minor and Photograph of guardian in case of minor.

Copy of cheque leaf.

All holders should sign in full at places marked as 

Please bring the originals for verification.

### DECLARATION

I hereby declare that I have complied with, and will continue to comply with, FEMA regulations and other applicable laws.

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

Signature : \_\_\_\_\_





**Details of Guardian (in case the account holder is minor)**

Guardian's Name		PAN																	
Relationship with the applicant																			
I / We instruct the DP to receive each and every credit in my / our account (If not marked, the default option would be 'Yes')															[Automatic Credit] <input type="checkbox"/> Yes <input type="checkbox"/> No				
Account Statement Requirement		<input type="checkbox"/> As per SEBI Regulations		<input type="checkbox"/> Daily		<input type="checkbox"/> Weekly		<input type="checkbox"/> Fortnightly		<input type="checkbox"/> Monthly									
I / We request you to send Electronic Transaction-cum-Holding Statement at Email ID _____															<input type="checkbox"/> Yes <input type="checkbox"/> No				
Do you wish to receive dividend / interest directly in to your Bank account given below through ECS ? (If not marked, the default option would be 'Yes') [ ECS is mandatory for locations notified by SEBI from time to time.															<input type="checkbox"/> Yes <input type="checkbox"/> No				

**Clearing Member Details (To be filled by CMs only)**

Name of Stock Exchange																			
Name of CC / CH																			
Clearing Member Id										Trading member ID									

**Bank Details [Dividend Bank Details]**

Bank Code (9 digit MICR code)																									
IFS Code (11 Character)																									
Account number																									
Account type	<input type="checkbox"/> Saving		<input type="checkbox"/> Current		<input type="checkbox"/> Others (specify)																				
Bank Name																									
Branch Name																									
Bank Branch Address																									
City					State					Country					PIN										

- (i) Photocopy of the cancelled cheque having the name of the account holder where the cheque book is issued, (or)  
(ii) Photocopy of the Bank Statement having name address of the BO (or)  
(iii) Photocopy of the Passbook having name and address of the BO,(or)  
(iv) Letter from the Bank.  
In case of options(ii),(iii),(iv) above, MICR code of the branch should be present/mentioned on the document.

**Additional Details :**

<b>SMS Alert Facility</b> Refer to Terms & Conditions given as <b>Annexure - 2.4</b>	MOBILE NO. +91 _____ <input type="checkbox"/> Yes <input type="checkbox"/> No [(Mandatory , if you are giving Power of Attorney (POA)) (if POA is not granted & you do not wish to avail of this facility, cancel this option
	<b>easi</b>

**Nomination Details (For Individuals Only)**

Nomination Registration No.	Dated

I/We the sole holder / Joint holder / Guardian (in case of minor) hereby declare that :

I/Wedo not wish to nominate any one for this demat account

I/Wenominate the following person who is entitled to receive security balances lying in my / our account particulars whereof are given below, in the event of my / our death.

Full Name of the Nominee			
Address			
City		State	
Country		PIN Code	
Telephone No.		Fax No.	
E-mail ID			
Relationship with BO (If any)			
Date of birth (mandatory If nominee is a minor)			

As the Nominee is a minor as on date, to receive the securities in this account on behalf of the nominee in the event of the death of the sole holder / all joint holders, I / we appoint following person to act as a **Guardian**.




Full Name of Guardian of Nominee			
Address			
City		State	
Country		PIN Code	
Telephone No.		Fax No.	
E-mail ID			
Relationship of Guardian with Nominee			

This nomination shall supersede any prior nomination made by me / us and also any testamentary document executed by me / us.

Note : Two witnesses shall attest signature(s) / thumb impression(s).

Details of the Witness	First Witness	Second Witness
Names of Witness		
Address of witness		
Signature of Witness		

I/We have read the terms & conditions DP-BO agreement (DP- CM agreement for BSE Clearing Member Accounts) including the schedules thereto and the terms & conditions and agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time. I / We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/We agree and undertake to intimate the DP any change(s) in the details / Particulars mentioned by me / us in this form. I/We further agree that any false / misleading information given by me / us or suppression of any material information will render my account liable for termination and suitable action.

	First/Sole Holder or Guardian (in case of minor)	Second Holder	Third Holder
Name			
Designation Incase of Non Individual			
Signatures			

(Signature should be preferably in black ink)

(In case of more authorised signatories, please add annexure)

**Agreement Between A Participant And A Person Seeking  
To Open A Beneficial Owner's Account**

This Agreement made and entered into at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ ,  
between **Focus Shares & Securities Pvt. Ltd.** having its registered office at 28, Apollo Street, Raja Bahadur  
Mansion, 3rd Floor, Fort, Mumbai - 400 001., hereinafter called "the Participant" of the One Part ;  
AND \_\_\_\_\_

(Description of the head entity)having his/ its address at \_\_\_\_\_

hereinafter called "the Beneficial Owner" of the Other Part.

WHEREAS the Beneficial Owner is desirous of opening a beneficial owner's account with the Participant and  
the Participant has agreed to open an account in the name of the Beneficial Owner and render services to the  
Beneficial Owner as a participant, on the terms and conditions recorded herein below:

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS  
FOLLOWS:**

**General Clause**

1. The parties hereto agree to abide by the provisions of the Depositories Act, 1996, SEBI (Depositories and  
Participants) Regulations, 1996, Bye Laws and Operating Instructions issued by CDSL from time to time in the  
same manner and to the same extent as if the same were set out herein and formed part of this Agreement.

**Fees, Charges and deposits**

2. The Participant shall be entitled to change or revise the fees, charges or deposits from time to time provided  
however that no increase therein shall be effected by the Participant unless the Participant shall have given at  
least one month's notice in writing to the Beneficial Owner in that behalf. In case the Beneficial Owner  
committing a default in the payment of any such amount payable to the Participant on their respective due  
dates or within fifteen days of the same being demanded (where no such due date is specified), the Participant  
shall be entitled to charge interest on the amount remaining outstanding or unpaid not exceeding 18% per  
annum or part thereof. On such continued default, the Participant after giving two days notice to the Beneficial  
Owner shall have a right to stop processing of instructions of Beneficial Owners till such time he makes the  
payment along with interest if any.

**Statement of Account**


3.1 The Participant shall furnish to the Beneficial Owner a statement of his/its account at the end of every  
month if there has been even a single entry or transaction during that month, and in any event once at the end  
of each quarter. The statement of accounts to be provided to the Beneficial Owner under this Agreement shall  
be in the form specified in Operating Instructions or as communicated by CDSL from time to time.] The  
Participant shall furnish such statements at such shorter periods as may be required by the Beneficial Owner  
on payment of such charges by the Beneficial Owner as may be specified by the Participant.


3.2 It is agreed that if a Participant is providing the services of issuing the statement of accounts in an  
electronic mode and if the Beneficial Owner is desirous of availing such services from the Participant, then the  
Participant will furnish to the Beneficial Owner the statement of accounts under its digital signature, as  
governed under the Information Technology Act, 2000. Provided however that in the event of the Beneficial  
Owner requiring a physical copy of the statement of accounts, despite receiving the same in the electronic  
mode, then irrespective of having forwarded the same via electronic mode, the Participant shall be obliged to  
provide a physical copy thereof to the BO.


3.3 It is agreed and understood between the parties that if the Participant does not have the facility of  
providing the statement of account in the electronic mode, then the Participant shall be obliged to forward the  
statement of account only in physical form.

**Beneficial Owner shall intimate change of particulars**

4. The Participant shall not be liable or responsible for any loss that may be caused to the Beneficial Owner by  
reason of his/its failure to intimate change in the particulars furnished to the Participant from time to time,  
unless notified by the Beneficial Owner.

 \_\_\_\_\_  
Sole/First Holder

 \_\_\_\_\_  
Second Holder

 \_\_\_\_\_  
Third Holder

Third Holder

Second Holder

Sole/First Holder

**Depository not liable for claims against Beneficial Owner**

5. CDSL shall not be liable to the Beneficial Owner in any manner towards losses, liabilities and/ or expenses arising from the claims of third parties or for any fees, charges, taxes, duties, levies or penalties levied, imposed or demanded by any Central, State, statutory or revenue authority in respect of securities credited to the Beneficial Owner's account.

**Authorised Representative**

6. Where the Beneficial Owner is a body corporate or a legal entity, it shall, simultaneously with the execution of the Agreement furnish to the Participant, a list of officials authorized by it, who shall represent and interact on its behalf with the Participant. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

**Termination**

7. The Parties may at any time terminate this agreement, provided that a notice of not less than thirty days is given in the manner and on the terms and conditions and the procedure set out in the Bye Laws and the operating instructions. In the event of the termination by either party, the participant shall deal with the securities lying in the account of a Beneficial owner in accordance with the instructions of such Beneficial Owner.

**Stamp Duty**

8. Any stamp duty (including interest or penalty levied thereon) payable on the Agreement and/or on any deed, document or writing executed in pursuance hereof between the parties hereto shall be borne and paid by the Beneficial Owner.

**Force Majeure**

9. Notwithstanding anything contained herein or in the Bye Laws, neither party hereto shall be liable to indemnify or compensate the other for any breach, non-performance or delay in performance of any obligations under the Agreement or for any harm, loss, damage or injury caused to the other due to causes reasonably beyond its control including but not limited to tide, storm, cyclone, flood, lightning, earthquake, fire, blast, explosion or any other act of God, war, rebellion, revolution, insurrection, embargo or sanction, blockade, riot, civil commotion, labour action or unrest including strike, lock-out or boycott, interruption or failure of any utility service, enemy action, criminal conspiracy, act of terrorism or vandalism, sabotage, or intrusion, or any other irresistible force or compulsion.

**Service of Notice**

10. Any notice or communication required to be given under the Agreement shall not be binding unless the same is in writing and shall have been served by delivering the same at the address set out hereinabove against a written acknowledgement of receipt thereof or by sending the same by pre-paid registered post at the aforesaid address or transmitting the same by facsimile transmission, electronic mail or electronic data transfer at number or address that shall have been previously specified by the party to be notified. Notice given by personal delivery shall be deemed to be given at the time of delivery. Notice given by post in accordance with this clause shall be deemed to be given at the commencement of business of the recipient of the notice on the third working day next following its posting. Notice sent by facsimile transmission, electronic mail or electronic data transfer shall be deemed to be given at the time of its actual transmission.

**Arbitration**

11. The parties hereto shall, in respect of all disputes and differences that may arise between them, abide by the provisions relating to arbitration and conciliation specified under the Bye Laws.

**Jurisdiction**

12. The parties hereto agree to submit to the exclusive jurisdiction of the courts in Mumbai.

**Governing Law**

13. The Agreement shall be governed by and construed in accordance with the laws in force in India.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands/ seals to this Agreement in duplicate on the day, month, year and place first hereinabove mentioned.

**For Focus Shares & Securities Pvt. Ltd.**

Ⓢ First Holder \_\_\_\_\_

Second Holder \_\_\_\_\_

Third Holder \_\_\_\_\_

**Authorised Signatory**

In the Presence of WITNESS of DP

In the Presence of WITNESS of BO

Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Terms And Conditions-cum-Registration / Modification Form for receiving SMS Alerts from CDSL

[SMS Alerts will be sent by CDSL to BOs for all debits and for all credits as well.]

### Definitions:

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

1. "Depository" means Central Depository Services (India) Limited a company incorporated in India under the Companies Act 1956 and having its registered office at 17th Floor, P.J. Towers, Dalal Street, Fort, Mumbai 400001 and all its branch offices and includes its successors and assigns.
2. 'DP' means Depository Participant of CDSL. The term covers all types of DPs who are allowed to open demat accounts for investors.
3. 'BO' means an entity that has opened a demat account with the depository. The term covers all types of demat accounts, which can be opened with a depository as specified by the depository from time to time.
4. SMS means "Short Messaging Service"
5. "Alerts" means a customized SMS sent to the BO over the said mobile phone number.
6. "Service Provider" means a cellular service provider(s) with whom the depository has entered / will be entering into an arrangement for providing the SMS alerts to the BO.
7. "Service" means the service of providing SMS alerts to the BO on best effort basis as per these terms and conditions.

### Availability:




1. The service will be provided to the BO at his / her request and at the discretion of the depository. The service will be available to those account holders who have provided their mobile numbers to the depository through their DP. The services may be discontinued for a specific period / indefinite period, with or without issuing any prior notice for the purpose of security reasons or system maintenance or for such other reasons as may be warranted. The depository may also discontinue the service at any time without giving prior notice for any reason whatsoever.
2. The service is currently available to the BOs who are residing in India.
3. The alerts will be provided to the BOs only if they remain within the range of the service provider's service area or within the range forming part of the roaming network of the service provider.
4. In case of joint accounts and non-individual accounts the service will be available, only to one mobile number i.e. to the mobile number as submitted at the time of registration / modification.
5. The BO is responsible for promptly intimating to the depository in the prescribed manner any change in mobile number, or loss of handset, on which the BO wants to receive the alerts from the depository. In case of change in mobile number not intimated to the depository, the SMS alerts will continue to be sent to the last registered mobile phone number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of SMS alerts sent on such mobile number.

### Receiving Alerts:

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

### Fees:

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

 \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  
Signatures                      Sole / First Holder                      Second holder                      Third Holder

**Disclaimer:**

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

**Liability and Indemnity:**

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

**Amendments:**

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

**Governing Law and Jurisdiction:**

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

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

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

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

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

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

BOID	1	2	0	6	3	6	0	0										
	(Please write your 8 digit DPID)								(Please write your 8 digit Client ID)									

Sole / First Holder's Name : \_\_\_\_\_

Second Holder's Name : \_\_\_\_\_




Third Holder's Name : \_\_\_\_\_

Mobile Number on which messages are to be sent :

+91														
(Please write only the mobile number without prefixing country code or zero)														

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

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

 \_\_\_\_\_     
  \_\_\_\_\_     
  \_\_\_\_\_  
 Signatures                      Sole / First Holder                      Second holder                      Third Holder

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



## Power of Attorney

To all to whom these presents shall come, I/We, \_\_\_\_\_ (beneficial owner/owners) residing at/ having its registered office at \_\_\_\_\_ send Greetings.

Where as I / We hold beneficial owner account number \_\_\_\_\_ with central Depository Services (India) Ltd.(CDSL), through **Focus Shares & Securities Pvt. Ltd.** bearing **DP-ID 12063600** registered with **Securities and Exchanges Board of India(SEBI)**.

And Whereas I / We am/are desirous to buy and sell securities through **Focus Shares & Securities Pvt. Ltd.** a Member of Bombay Stock Exchange Limited, bearing SEBI Registration No. **INB011296333** , Member of National Stock Exchange of India Limited, bearing SEBI Registration No. **INB231296337, INF231296337 & INE 231296337** and also a member of MCX-SX, bearing SEBI Registration no. **INE 261296337**.

And Whereas I / We am / are desirous of appointing **Focus Shares & Securities Pvt. Ltd.** as my/our consituted attorney to operate my / our beneficial owner account on my / our behalf for a limited purpose under client code for BSE \_\_\_\_\_ NSE \_\_\_\_\_ & MCX-SX \_\_\_\_\_ in the manner hereinafter appearing and subject to conditions as provided herein.

Now know you all and these presents witness that I / We do hereby nominate, constitute/ and appoint **Focus Shares & Securities Pvt. Ltd.** (hereinafter referred to as "the stock broker") as my / our true and lawful attorney and authorised it to perform the following functios on my / our behalf.

(i) To transfer securities held in my/our aforementioned beneficial owner account(s) or any other account informed by me in writing to the stock broker from time to time to the demat account nos. (BSE PRINCIPAL) , 120636000000119 ( B S E POOL) 120636000000123, (NSE POOL) 120636000000083, BSE Margin Account No120636000000030/11. & NSE margin account 120636000000030/11 Margin Account No. of the Focus Shares & Securities Pvt. Ltd. maintained for the purpose of settlement of trades and margin obligations arising out of trades executed by me/us on any recognized stock exchange through the Focus Shares & Securities Pvt. Ltd. . However, the said power will be restricted to only transfer of securities to the Clearing Member ID allotted to the Focus Shares & Securities Pvt. Ltd. by any existing or future exchange that the Focus Shares & Securities Pvt. Ltd. has joined/ will join as a member or to any demat accounts linked to the said Clearing Member ID provided that I am / we are registered with the stock broker for such exchanges as a client.

(ii) To return to me/us, the securities that may have been received by the **Focus Shares & Securities Pvt. Ltd.** erroneously or those securities that the **Focus Shares & Securities Pvt. Ltd.** was not entitled to receive from me / us.

(iii) For meeting my/our settlement obligations / margin requirements in connection with the trades executed by me/us the clients on the stock exchanges through the **Focus Shares & Securities Pvt. Ltd.**

(iv) To pledge the securities in favour of **Focus Shares & Securities Pvt. Ltd.** for the limited purpose of meeting my/our margin requirements in connection with the trades executed by me/us on any recognized stock exchanges through the stock broker.

I / We further agree and confirm that the powers and authorities conferred by this Power of Attorney shall continue until it is revoked (without notice)in writing by me and that the said revocation shall be effective from the date on which the revocation notice is received by the stock broker in his office at **28, Apollo Street, Raja Bahadur Mansion, 3rd Floor, Fort, Mumbai - 400 001.**

Signed and delivered

By the within named Beneficial Owner/s.



1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

In the Presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

(Name, Address and Signature of the witness)

I Accept

**Focus Shares & Securities Pvt. Ltd.**

(Director / Authorised Signatory)

 (3rd Holder's Signature)

 (2nd Holder's Signature)

 (1st Holder's Signature)

# Focus Shares & Securities Pvt. Ltd.

28, Apollo Street, Raja Bahadur Mansion, 3rd Floor, Fort, Mumbai - 400 023.

Tel. : 91-22-6747 3722 / 23. FAX : 2264 1344

## Charges for the Depository Services (CDSL)

The Investor will have to choose one of the schemes to pay the DP charges to Focus Shares and Securities Pvt. Ltd.

Charges & Schemes	Smart Schemes (With POA) A	Investors Scheme B	Scheme A is with POA to Focus Shares & Securities Pvt. Ltd.
Account Opening Charges	NIL	NIL	Stamp Paper Charges applicable
Account Closing Charges	NIL	NIL	
Annual Account Maintenance	Rs. 500/- p.a.	Rs. 200/- p.a.	Upfront Charges
Market Sales Charges	NIL	Rs. 15/-	Per Transaction
Purchase	NIL	NIL	
Dematerialisation	Rs. 2/- per certificate	Rs. 2/- per certificate	Plus Postal Charges of Rs. 30/- per DRF
Dematerialisation Rejection	Rs. 20/-	Rs. 20/-	
Rematerialisation	Rs. 2/- per certificate	Rs. 2/- per certificate	Plus Postal Charges of Rs. 30/- per DRF
Pledge Creation	0.02% of the value (Minimum Rs.25/- per Transaction)	0.02% of the value (Minimum Rs.25/- per Transaction)	
Freeze or De-freeze	Rs. 25/-	Rs. 25/-	Per Request
off market and/or inter DP transfer	Rs. 15/-	Rs. 15/-	Per Transaction
Custody Charges	NIL	NIL	
Internet access Charges	NIL	NIL	
Holding & Transaction Statement Charges	NIL	NIL	Extra Statement shall be charged at Rs. 20/-
KRA Registration	Rs. 30	Rs. 30	

- Focus Shares And Securities Pvt. Ltd. reserves the right to change the tariff by providing 30 days notice and this will be binding on all.
- Client must ensure that their name, Client ID and Bill no. is written behind every cheque/demand draft deposited by them & cheque Dishonors Charges Rs. 50/- + Bank Charges.
- Extra account Maintenance Charges for corporate A/c. Rs. 500/- p.a.
- Service Tax as applicable would be levied.
- I/We agree to pay the charges as set out herein above subject to any change therein from time to time and specifically authorise you to debit all type of dues/charges as set out herein above to my / our Trading account ledger no. \_\_\_\_\_ having with you in the NSE and/or BSE Segment.

I/We Accept The Scheme :-

A

B



\_\_\_\_\_  
First / Sole Holder



\_\_\_\_\_  
Second Joint Holder



\_\_\_\_\_  
Third Joint Holder



**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.

## **INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKERS TO CLIENT**

**(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)**

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



## RISK DISCLOSURE 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.

## **Policies and Procedures (Mandatory) of Focus Shares & Securities Pvt. Ltd.**

### **A. Refusal of orders for “Penny Stocks”**

Although, the term “Penny Stock” has not been defined by BSE / NSE or any other stock exchange or by SEBI, a “Penny Stock” generally refers to a stock which has following characteristics:

- Has small market capitalization;
- Trades at a price less than its face value;
- Has unsound fundamentals;
- Is illiquid

(A list of illiquid securities is jointly released by NSE and BSE from time to time.)

**Stock Broker** recognizes that it is the client’s privilege to choose shares in which he / she would like to trade. However, Stock Broker likes to pay special attention to dealing in “Penny Stocks”. To this end:

- Stock Broker may refuse to execute any client’s orders in “Penny Stocks” without assigning any reason for the same.
- Any large order for purchase or sale of a “Penny Stock” should be referred to Head – Dealing before such orders can be put in the market for execution.
- Clients must ensure that trading in “Penny Stock” does not result in creation of artificial volume or false or misleading appearance of trading. Further, clients should ensure that trading in “Penny Stock” does not operate as a device to inflate or depress or cause fluctuations in the price of such stock.
- Clients are expected not to place orders in “Penny Stocks” at prices which are substantially different from the prevailing market prices. Any such order is liable to be rejected at the sole discretion of Stock Broker.
- In case of sale of “Penny Stocks”, clients should ensure the delivery of shares to Stock Broker before the pay-in date.

### **B. Setting up client’s exposure limit**

- Exposure limit for each client is determined by the Risk Management Department based on client’s net worth information, client’s financial capacity, prevailing market conditions and margin deposited by client in the form of funds / securities with Stock Broker. These limits may be set exchange-wise, segment-wise, and script-wise.
- The limits are determined by Risk Management Department based on the above criteria and the payment history of the client in consultation with Sales / Sales traders.
- Stock Broker retains the discretion to set and modify, from time to time, any client’s exposure limit decided as above.
- Whenever any client has taken or wants to take exposure in any security, Stock Broker 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 will be told to reduce the position immediately or they will be requested to deposit extra margin to meet the shortfall. Otherwise, Stock Broker may refuse to trade on behalf of such client at its own discretion.

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

- Brokerage Rate is mutually decided between the Stock Broker and each client based on client’s net worth, expected trading volume, etc. The maximum brokerage chargeable will not exceed the rates prescribed by SEBI and the exchanges.
- The applicable brokerage rate will be mentioned in the Client registration form and any change in the brokerage rate in future will be communicated to the client.

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

- Penalty and other charges levied by Exchanges pertaining to trading of the client shall be recovered from the respective client.
- If there is delay on the part of the client in satisfying his / her margin obligation or settlement obligation then Stock Broker shall levy delayed payment charges at the rate of 15% to 31% p.a. on such shortfall for the period of delay on such client. Stock Broker shall recover such delayed payment charges from the client by debiting the client's account.
- No interest or charges will be paid by Stock Broker to any client in respect of retention of funds or securities towards meeting future settlement obligations and in respect of running account authorizations.

**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**

- Stock Broker has the right to close out / liquidate or square off any open position of the client (limited to the extent of settlement / margin obligation), without giving any prior notice, all or any of the client's positions as well as securities / collaterals placed as margins for non-payment of margin or other amounts due from such client in respect of settlement or any other dues that are recoverable from the client by Stock Broker. The proceeds of the same shall be adjusted against the client's liabilities / obligations. Any loss or financial charges on account of such close-out / liquidation shall be debited to the client's account.

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

- In case of shortage in meeting the settlement obligation, either party shall endeavor to make good such shortage through securities / value of shortage as per the Rules, Regulations and Bye-laws of the respective stock exchange.

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

Stock Broker shall have absolute discretion and authority to limit client's volume of business or to close any existing position of a client without giving any prior notice to the client under following conditions:

- Extreme volatility in the market or in particular scrip or in the F&O segment.
- There is shortfall in the margin deposited by client with Stock Broker.
- There is insider trading restrictions on the client.
- There are any unforeseen adverse market conditions or any natural calamity affecting the operation of the market.
- There are any restrictions imposed by Exchange or Regulator on the volume of trading outstanding positions of contracts.
- The client is undertaking any illegal trading practice or the client is suspected to be indulging in money laundering activities.
- Stock Broker has reached its limit in that scrip.
- The client has breached the client-wise limit.
- The client has taken or intends to take new position in a security which is in the banned period.
- Due to abnormal rise or fall in the market, the markets are closed.

#### **H. Temporarily suspending or closing a client's account based on the client's request:**

- Any client desirous of temporarily suspending his or her trading account has to give such request in writing to the management. After management's approval, further dealing in such client's account will be blocked. Whenever trade has to be resumed in any suspended client account, a request in writing should be made by the client to the management and the management may ask for updated financial information and other details for reactivating such account. After receiving necessary documents, details, etc. and approval from the management, the client account will be reactivated and transaction will be carried out.
- Similarly, any client desirous of closing his / her account permanently is required to inform in writing and the decision in this regard will be taken by the management. After necessary approval from the management, the client code will be deactivated. Only after scrutinizing the compliance requirements and a "no pending queries" confirmation is taken, securities and funds accounts will be settled.

#### **I. Deregistering a Client**

Stock Broker may, at its absolute discretion, decide to deregister a particular client. The illustrative circumstances under which Stock Broker 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 or in the SEBI debarred list.
- Such client's account has been lying dormant for a long time or the client is not traceable.
- Such client has been declared insolvent or any legal proceedings to declare him / her as insolvent have been initiated.
- Such client has been irregular in fulfilling obligations towards margin or settlement dues.
- Such client has a tainted reputation and any business relationship with such clients is likely to tarnish the reputation of Stock Broker or may act as detriment to Stock Broker's prospects.

#### **J. Policy for inactive /dormant clients account:-**

- Inactive client means client who is inactive during last 12 months immediately preceding the end of the previous month.
- A list of inactive clients shall be prepared from the back office software on the last day of every month and shall be submitted to the concerned department after confirmation with the management. The management will approve a final list of inactive clients.
- A copy of the list is also forwarded to dealers who operate our BOLT or NEAT terminals.
- The concerned department shall mark the client status as "inactive" or "dormant" in various front office software of CTCL and IML and back office accounting software.
- After inactive marking, if any orders are received, the dealer shall take reasonable steps to identify the identity of the client and to ensure that the orders are received from the same client. The dealer shall use various techniques like call back, asking personal detail questions, last trade date, outstanding positions etc to confirm the identity of the caller. They may use any other technique which is reasonable. In case of a doubt the case shall be referred to the management or concerned Sub-Broker or introducer.
- Dormant client has to update their KYC details at the time of fresh order, if required.



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

## **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 websites [www.nse-india.com](http://www.nse-india.com), [www.bseindia.com](http://www.bseindia.com), [www.mcx-sx.com](http://www.mcx-sx.com) and SEBI website [www.sebi.gov.in](http://www.sebi.gov.in).
2. Ensure that you fill the KYC form completely and strike off the blank fields in the KYC form.
3. Ensure that you have read all the mandatory documents viz. Rights and Obligations, Risk Disclosure 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 may maintain a 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.

**BROKERAGE STRUCTURE  
(For Trading Account)**

**Capital Market Segment (NSE/BSE)**

**Trading Account**

		%	Minimum Paisa
1. Square off same day	<input type="checkbox"/> Each Side	<input type="text"/>	<input type="text"/>
	<input type="checkbox"/> One Side	<input type="text"/>	<input type="text"/>
2. Delivery		<input type="text"/>	<input type="text"/>
3. Trade to Trade		<input type="text"/>	<input type="text"/>

4. Flat Brokerage	Per Trade ( in Rs.)	Order Value in Multiples (in Rs.)
Intraday	<input type="text"/>	<input type="text"/>
Delivery	<input type="text"/>	<input type="text"/>

**F & O Segment**

**Trading Account**

	Future %	Minimum
1. Brokerage	<input type="text"/>	<input type="text"/>
2. Square off same day	<input type="checkbox"/> Each Side	
	<input type="checkbox"/> One Side	

	Option %	Minimum
	<input type="text"/>	<input type="text"/>

**Currency Segment**

Trading Account	Future %	Minimum
1. Brokerage	<input type="text"/>	<input type="text"/>
2. Square off same day	<input type="checkbox"/> Each Side	
	<input type="checkbox"/> One Side	

Flat Brokerage	Per Trade ( in Rs.)	Order Value in Multiples (in Rs.)
F & O	<input type="text"/>	<input type="text"/>

**Statutory charges should levied as decided by statutory authorities from time to time**

Client Signature :  \_\_\_\_\_



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

**Focus Shares & Securities Pvt. Ltd.**

28, Apollo Street, Raja Bahadur Mansion, 3rd Floor, Fort,  
Mumbai - 400 001.

RE.: Beneficial Owner (BO) Account No. \_\_\_\_\_

I/We \_\_\_\_\_ (name(s) of the BO (s) had  
entered in to agreement dated \_\_\_\_\_ with you at the time of opening of the aforesaid BO  
account.

Pursuant to the amendment in clause 3 of the agreement (annexure C to the Bye Laws of CDSL), I/We  
confirm having opted to receive the statement of accounts pertaining to the above mentioned BO account  
in electronic mode in lieu of physical copy of statement of account.

I/We confirm that the dispatch of statement of account to me/us at the following email address shall  
constitute full and absolute discharge of your obligation under the above agreement provide me/us with  
statement of my/our BO account But I/We reserve my/our right to receive the physical copy of statement of  
account despite receiving the same in electronic mode, if such a demand is made in writing on you.

(Email address: \_\_\_\_\_)

I/We confirm that any change in the afforesaid email address or any other instructions with regard to  
dispatch/ service of my/our statement of account on me/us shall not be binding upon you unless you are  
intimated in writing by me/us by acknowledged delivery.

Yours faithfully.

Name of Beneficial Owner/s

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

 (Signature/s)

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

From,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

To

The Directors,

**Focus Shares & Securities Pvt. Ltd.**

28, Apollo Street, Raja Bahadur Mansion, 3rd Floor, Fort,  
Mumbai - 400 001.

Dear Sirs,

**Sub. : Payment of Demat Charges**

**Reference : My / Our Beneficial Owner ID No. 12063600**

I/We                    1 st Holder Name : \_\_\_\_\_

2nd Holder Name: \_\_\_\_\_

3rd Holder Name: \_\_\_\_\_

have a demat account with your company I/We am/are also your client(s) in cash / derivatives segments of your company my/our Client ID is \_\_\_\_\_.

I/We hereby instruct you to debit my/our account in Cash Segment / Derivatives Segment of your company towards recovery of demat charges.

These standing instructions are valid from the date the demat accounts opened at your end to the date of closure of demat account.

Thanking You

Your's faithfully

Signature

☉ (Signature/s)

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

Rubber stamp (If applicable)

**SMS and E-mail alerts to investors by stock exchanges**

(Ref: SEBI circular No. CIR/MIRSD/15/2011 dated August 02, 2011)

I request you to enroll me for the following facility offered by the Stock Exchanges pursuant to above referred SEBI circular

 **SMS Facility** on Mobile No provided in my KYC

1. Mobile No Belongs to	<input type="checkbox"/> Self	<input type="checkbox"/> Family Member	
2. In case of family member please specify the relationship:	<input type="checkbox"/> Dependent Child	<input type="checkbox"/> Dependent Parent	<input type="checkbox"/> Spouse
3. PAN No. of the family Member whose Mobile No is provided above:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		

 **Email Facility** on email Id provided in my KYC

1. Email ID Belongs to	<input type="checkbox"/> Self	<input type="checkbox"/> Family Member	
2. In case of family member please specify the relationship:	<input type="checkbox"/> Dependent Child	<input type="checkbox"/> Dependent Parent	<input type="checkbox"/> Spouse
3. PAN No. of the family Member whose Email ID is provided above:	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		

**Note:**

- Individual Client is invariably required to provide his own Mobile No. except in case of family members where the following relationship exist Dependent Child OR Dependent Parent OR Spouse
- Non Individual client shall provide the Mobile/ Email details of the person authorized to receive such communication and as provided in the KYC.
- Client may please note that Mobile No. of Trading Member (TM)/ employees of TM/ Sub broker/ Authorised person are not permitted for receiving the SMS/ Email communication from exchanges
- Client may note that the circular is available for download on the exchange's website.

Signature of Client :  \_\_\_\_\_

**RUNNING ACCOUNT AUTHORISATION FOR ALL EXCHANGES**

To

**Focus Shares & Securities Pvt. Ltd.**

28, Apollo Street, Raja Bahadur Mansion,  
3rd Floor, Fort, Mumbai - 400 001.

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

1. I am / We are regularly Trading with you in various segments / exchanges and I /we hereby authorized you to do following on my /our behalf:
2. I/We hereby give my/our consent to maintain my/our account for fund and securities as RUNNING ACCOUNT The Securities lying in my/our withhold A/c and credit balance lying in my / our account should be considered as margin deposits
3. The actual settlement of funds & Securities shall be done by you as under. You will send statement of Funds & Securities and I/We shall bring any discrepancy to your notice within 7 working days from the receipt of Statements
4. You shall transfer the Funds / securities lying in my / our credit within one working day of the request if the same are lying with you & within 3 working days from the request, if the same are lying with the clearing member / clearing corporation
5. I/We have noted the following :-
  - A. This running account authorization will continue until it is revoked by me.
  - B. The authorization shall be signed by me /us only and not by any power of attorney holder or by any authorized person
  - C. I/we may revoke the authorization at any time by giving written notice.
  - D. Settlement Periodicity : 

Monthly	<input type="checkbox"/>	Quarterly	<input type="checkbox"/>
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Yours faithfully,

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

Name of the client \_\_\_\_\_

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

**Authority to debit the Demat Account operating charges.**

To

**Focus Shares & Securities Pvt. Ltd.**

28, Apollo Street, Raja Bahadur Mansion,  
3rd Floor, Fort, Mumbai - 400 001.

Beneficiary Client Id \_\_\_\_\_

Trading Account code \_\_\_\_\_

This is to inform that...

- a. I/We have a beneficiary account with you with client ID as mentioned above.
- b. Further I/We have a trading account with you (trading code as mentioned above) for investment and trading purpose.
- c. I/We find it extremely inconvenient to give cheques against your depository bills.

With respect to the above mentioned subject and consideration, I/We hereby authorize you to debit my/our trading account maintained with you for the debit charges payable to you for providing depository services. Any such sum debited to my/our account shall be binding on me/us.

Thanking you

Yours Faithfully

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

Name of the client: \_\_\_\_\_

**Mandate For Receiving Documents Through Electronic Mode**

To

**Focus Shares & Securities Pvt. Ltd.**  
28, Apollo Street, Raja Bahadur Mansion,  
3rd Floor, Fort, Mumbai - 400 001.

Dear Sir,

**Sub: Mandate to issue contract notes in digital format & other communications (such as Daily Margin Statement, Statement of Funds & Securities, Account Confirmations, bills, Notices etc.) through an E-Mail**

I / We hereby agree and consent to accept the contract notes for transactions carried on by us/me on BSE, NSE & MCX-SX with you, in terms of the agreement entered into between us/me, in digital form. Digital contracts issued by you as per the terms and conditions specified herein shall be binding on me/us. The mandate is subject to terms and conditions mentioned herein below.

**Contract Note**

1. Digital Contract Notes in the format as may be prescribed by the Exchange from time to time will be mailed to me/us on the E-mail address provided to you.  
You can also send me/us my/our margin statement in digital form with contract notes.
2. I / we undertake to check the contract notes and bring the discrepancies to your notice.
3. In case of any failure in system or errors in digital contract notes, contract notes will be issued in physical form, which shall be binding on the client.
4. Discrepancies, if any, should be sent on E-mail : [focus@focuscomtrade.com](mailto:focus@focuscomtrade.com)
5. Clients can view the digital contract notes using the username & password through the web - site apart from the contract notes sent to the client through mail.
6. The Digital contract notes will be archived at an interval of 15 days. If the client intends to view the digital contract notes for a period prior to 15 days client may request for the same in writing.
7. The contract notes will be issued in digital form in compliance with the guidelines issued by SEBI / Exchanges from time to time.
8. It will be client's responsibility to regularly check the mailbox and keeping the storage space for new email messages.
9. Any changes in the terms and conditions shall be intimated from time to time.
10. Digital Contract Notes will also be available at our Web-site [www.focuscomtrade.com](http://www.focuscomtrade.com)
11. Any change in the E-mail ID shall be communicated by us / me through a physical letter.

**Other Communication**

You can send me various documents like Daily margin statement, Statement of funds & securities, Account confirmations, bills, notices etc. to an E-mail ID mentioned in this letter.

This instruction to issue digital contract notes & other communications are applicable with immediate effect. This instruction is several to all parties mentioned above.

My/Our E-mail ID \_\_\_\_\_

My/Our Alternative E-mail ID \_\_\_\_\_ if any

Yours faithfully,

Client Signature  \_\_\_\_\_

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

**CLIENT PROFILE**

**FORMAT**

**Expected Investment/ Trading Turnover on a monthly basis**

Up to Rs. 10 Lacs                       Rs. 10 Lacs to Rs. 50 Lacs                       More Than 50 Lacs

**Average Size of Transaction**

Up to Rs. 50 Thousand                       Rs. 50 Thousand to Rs. 1 Lac                       More Than 1 Lac

**Expected No. of Transaction on a monthly basis**

Up 50                       50 To 100                       More Than 100

Average annual income to be updated every year on the basis of information or documents to be obtain from clients

Financial Year	Annual Income

**Additional Information :**

a. Purpose of Opening the Account	b. Sources of Funds for trading/investment
<input type="checkbox"/> Investment	<input type="checkbox"/> Salary
<input type="checkbox"/> Trading	<input type="checkbox"/> Business
<input type="checkbox"/> Arbitrage	<input type="checkbox"/> Inherited / Gift
	<input type="checkbox"/> Investment
	<input type="checkbox"/> Professional Fees
	<input type="checkbox"/> Savings
	<input type="checkbox"/> Others (Pls. Spcify)_____

Branch	Year	Sr. No.

For Office Use Only

Branch ID : _____	Account Type :	<input type="checkbox"/> Capital Market	<input type="checkbox"/> Depository
City : _____		<input type="checkbox"/> Others	
Document Verification By :			
Spot Visit By :			
Payment Details :			
Reference Name :			
Agreement Type :			
Category of Client :	<input type="checkbox"/> High Risk	<input type="checkbox"/> Medium Risk	<input type="checkbox"/> Low Risk
Sub Broker/ Authorised Person :			
Dealer/ Marketing Person :			
Client name ;			
Brokerage Slab :			
Head of the Branch :			
Approving Authority/ Director :		Client Code :	
Officer in-charge/Data entered by :		Family Code :	

**DECLARATION BY HUF(FOR DEMAT A/C.)**

**FORMAT**

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

Add. : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

To  
Directors  
**Focus Shares & Securities Pvt. Ltd.**  
28, Apollo Street, Raja Bahadur Mansion,  
3rd Floor, Fort, Mumbai - 400 001.

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

Dear Sir,

We the undersigned members of \_\_\_\_\_  
(HUF) are desirous of opening a Demat account in the above mentioned name with you. the said  
account will be operated by \_\_\_\_\_  
(Karta) on behalf of \_\_\_\_\_(HUF)

We hereby undertake that all the transaction undertaken by the said HUF shall be binding not only on  
the present members of the said joint family (both adults and minor but also on all future members  
thereof (both adult and minor) and all persons entitled to a share therein and ourselves personally .

Also that whenever any change occurs in the management or in the constitution of the said joint family  
of whatsoever nature, we undertake to give notice thereof to you.

Thanking you,

Yours faithfully,

Signature under Rubber Stamp

Member of \_\_\_\_\_(HUF)

SR. NO.	NAME OF MEMBERS	SEX	RELATIONSHIP	DATE OF BIRTH	SIGNATURE
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					





**HUF DECLARATION**

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

To

**Focus Shares & Securities Pvt. Ltd.**

28, Apollo Street, Raja Bahadur Mansion,  
3rd Floor, Fort, Mumbai - 400 001.

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 appication I.e. \_\_\_\_\_ .

SR. NO.	NAME OF FAMILY MEMBERS	SEX	RELATIONS	DATE OF BIRTH

I hereby also declare that the particulars given by me as stated above are true to the best of my knowledge as on date for making this Application to open 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 I will immediately intimate any death/s or birth/s in the family as it changes the constitution of the HUF.

Thanking you,

Yours truly,



\_\_\_\_\_

Karta  
(Affix stamp of HUF)

**DECLARATION TO BE GIVEN BY PARTNERSHIP ON LETTER HEAD OF THE FIRM**

Date :

To

**Focus Shares & Securities Pvt. Ltd.**  
 28, Apollo Street, Raja Bahadur Mansion,  
 3rd Floor, Fort, Mumbai - 400 001.

Dear Sir,

We refer to the trading account being opened / opened with you in the name of \_\_\_\_\_ and declare and authorize you as under.

We recognize that a beneficiary account cannot be opened with a depository participant in the name of a partnership firm as per Regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the securities transfer obligations pursuant to the trading operations, we authorize you to recognize the beneficiary account No. \_\_\_\_\_ with depository \_\_\_\_\_ opened as a joint account in the names of the partnership of the firm.

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

We hereby authorize \_\_\_\_\_, partner in the firm to execute / sign and submit such documents, agreements, deeds etc. as any be necessary to enter into the agreement and engage in business with \_\_\_\_\_ and to place order for buying and selling of securities, sell, purchase, transfer, endorse, negotiate and do other things that may be necessary to engage in business on behalf of the partnership and to sign the authority letter fir adjustment of balances in family accounts.

Name of Partners (In Block Letters)	Signatures

Thanking you,

Yours Faithfully

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

**FORMAT OF RESOLUTION  
(ON LETTER HEAD OF COMPANY)**

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_ AT THEIR MEETING HELD ON \_\_\_\_\_.

RESOLVED THAT the Company do place orders with/give instructions to \_\_\_\_\_ for buying and selling index/stocks based futures and options on the derivative segment of NSE and buying & selling of Securities in cash segment of BSE/ NSE & to execute transactions in Currency Segment of NSE & MCX-SX.

RESOLVED FURTHER THAT any one of the following Directors/Executives/Officers of the Company, whose specimen signatures are appended here under.

No.	Name of Authorised person	Specimen Signature
1.		
2.		

Be and are hereby authorized severally to

1. Sign, execute and deliver orders, instructions letters, notes, contracts, share transfer forms and such other documents as may considered necessary form time to time for the aforesaid purpose, and
2. Take all such actions and do all such things, as may be deemed prudent, necessary and expedient for giving effect to the above resolution from time to time.

RESOLVED FURTHER THAT the above resolution shall remain effective and in force till such time as a fresh resolution canceling or amending the same is passed by the Board of Directors of the Company is furnished to **Focus Shares & Securities Pvt. Ltd.**

RESOLVED FURTHER THAT a copy of the above resolution duly certified as true by any one of the Directors of the Company be furnished to **Focus Shares & Securities Pvt. Ltd.** and such other parties as may be required from time to time.

**CERTIFIED TRUE COPY**

\_\_\_\_\_  
Director/ Authorised Signatory



### Confirmation of Receipt of Executed Documents

With reference to my/our registration as Client with you, I/WE hereby confirm that I/We have received copies of the Know Your Client Form (KYC), Rights & Obligations, Risk Disclosure Documents (RDD), DP - BO Agreement, Power of Attorney (POA) (if any), & all other executed documents.

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

Client Code No: \_\_\_\_\_

Signature:  \_\_\_\_\_