



#### **Index of Documents**

S No	Name of the Document	Brief Significance of the Document	Page No.	
A. Ma	ndatory Documents As	Prescribed By SEBI And Exchanges		
1	1 Account Opening i. KYC form - Document captures the basic information about the constituent and an instruction/check list		4 to 8	
		ii. Document captures the additional information about the constituent relevant to trading account and an instruction/check list		
2	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s)	15 to 16	
3	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)	17 to 22	
4	Rights & Obligations of Beneficial Owners & Depository Participants	Document stating the Rights & Obligations of Beneficial Owners and Depository Participants	23 to 26	
5	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market	27 to 31	
6	Guidance note	Document detailing do's and don'ts for trading on exchange, for the education of the investors	32 to 33	
7	Policies and Procedures	Document describing significant policies and procedures of the stock broker	34 to 38	
8	SMS alert for DP Transactions	Application by client to receive the SMS alerts for various transaction in his/her DP account	39 to 41	
9	Trust Declaration	Terms and Conditions for availing transaction using secured texting (TRUST) service offered by CDSL	42 to 43	
10	Investor Charter for Stock Broker	Detailing the services provided to Investors, Rights of Investors, various activities of Stock Brokers & Depository through DPs with timelines, DOs and DON'Ts for Investors and Grievance Redressal Mechanism		
11	Investor Charter for Depository Participant	Detailing the services provided to Investors, Rights of Investors, various activities of Depository Participants with timelines, DOs and DON'Ts for Investors and Grievance Redressal Mechanism		
B. Vol	untary Documents As P	Provided By The Stock Broker		
12	Voluntary Terms and Conditions	Additional terms & conditions for the purpose of operational efficiency	44 to 48	
13	Running Account Authorisation	Authorisation to maintain Running Account	49	
14	Declarations	Client Email, Mobile and Defaulter Declaration	50	
15	Nomination Form	Nominee details for Trading and Demat Account	51	



Name of stock broker/trading member	Diamond Hands LLP
Name of stock clearing member	Diamond Hands LLP
SEBI Registration Number:	Stock Broker: INZ000307157 Depository Participant: IN-DP-785-2024
Member:	National Stock Exchange of India Limited (Member Code: 90269) BSE Limited (Member Code: 6876) Central Depository Services (India) Limited (DP ID: 12100600)
Segment:	Cash and Derivatives
Registered & Correspondence office address	20th Floor, Cyber One, Navi Mumbai, Maharashtra- 400 703. Contact No: 022-6848 1970 LLPIN: ABA-0634
Website	www.021.Trade
Name of the compliance officer Phone no. Email id	Vaidehi Divyesh Sejpal Phone no. 99875 34644 Email id: operations@021.Trade
Name of the CEO Phone no. Email id	Eshaan Lazarus Phone no. 022-6848 1970 Email id: eshaan@021.Trade

For any grievance/dispute please contact Diamond Hands LLP at the above address or email id <a href="hello@021.trade">hello@021.trade</a> and Phone no. 022-6848 1970. In case not satisfied with the response, please contact the concerned exchange(s) at BSE Email: <a href="mailto:is@bseindia.com">is@bseindia.com</a> & Tel.: (022) 2272 8097 | NSE Email: <a href="mailto:ignse@nse.co.in">ignse@nse.co.in</a> & Tel.: (022) 2659 8190.

**Know Your Client (KYC) CDSL VENTURES LIMITED Application Form (For Individuals Only)** Please fill the form in ENGLISH and in BLOCK letters Application Number: 021 TRADE Fields marked \* are mandatory Application Type\*: ☐ New KYC ☐ Modification KYC Fields marked \* are pertaining to CKYC and mandatory only if processing CKYC **KYC Mode\*:** Please Tick (✓) Normal ☐ EKYC OTP ☐ EKYC Biometric Online KYC Ofline EKYC Digilocker 1. Identity Details (please refer guidelines overleaf) PAN\* Please enclose a duly attested copy of your PAN Card Name\* (same as ID proof) Maiden Name<sup>+</sup> (if any) Fathers/Spouse's Name\* Date of Birth\* Gender\* Male Female Transgender Marital Status\* ☐ Single Nationality\* Indian Other Residential Status\* Resident Individual ■ Non Resident Indian Please Tick (✓) ☐ Foreign National ☐ Person of Indian Origin<sup>+</sup> Proof of I E -N z - c2. Addre A. Corres Line 1\* Line 2 Line3 City/Tow

	ssport mandatory for NRIs and Foreign I ect NRI or Foreign National based on Na			for CKYC an	d not for KRA KYC.
dentity (POI) submitt	ed for PAN exempted cases	(Please tick)			
Aadhaar Card	XXXX XXXX				
Passport Number				(E	xpiry Date)
Voter ID Card			_	-	xpiry Date)
Driving License			<u> </u>	(E	xpiry Date)
NREGA Job Card					
NPR					
Others			(any docum	ent notified	by Central Government)
Identification Number	er				
ess Details* (please	refer guidelines overleaf)				
n/Village*		District <sup>+</sup> _			Pin Code*
		Country*			
Type* Residentia	l/Business Residential		Business	Re	egistered Office Unspecified
					Applicant e-SIGN
					Page 4 of 9

State\* Address 7

B. Permanent residence address of applicant, if different from above A / Overseas Address* (Mandatory for NRI Applicant)				
Line 1*				
Line 2				
Line3				
City/ Town/Village* Dist	rict <sup>+</sup>	Pin Code*		
	ntry*			
Address Type* Residential/Business Residential	Business Registere	d Office Unspecified		
Proof of Address* (attested copy of any 1 POA for correspondence and permane	ent address each to be submitted)			
A — Aadhaar Card XXXX XXXX				
B — Passport Number	(Expiry Date)			
C — Voter ID Card				
D — Driving License	(Expiry Date)			
E —NREGA Job Card				
F — NPR Letter				
Z—Others	(any document notified by Central C	Government)		
Identification Number				
3. Contact Details (in CAPITAL)				
Email ID*				
Mobile No. *				
Tel (off)	Tel (Res)			
4. Applicant Declaration				
I/We hereby declare that the KYC details furnished by me are true and correct to the best of my/our knowledge and belief and I/we under-take to inform you of any	Applicant e-SIGN	Applicant Wet Signature		
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.  I/We hereby consent to receiving information from CVL KRA through SMS/Email on				
the above registered number/Email address. I am/We are also aware that for Aadhaar OVD based KYC, my KYC request shall be				
validated against Aadhaar details. I/We hereby consent to sharing my/our masked				
Aadhaar card with readable QR code or my Aadhaar XML/Digilocker XML file, along with passcode and as applicable, with KRA and other Intermediaries with whom I				
have a business relationship for KYC purposes only.				
DATE:(DD-MM-YYYY)				
5. For Office Use Only				
·	Intormodi	ion, Dotaile*		
In-Person Verification (IPV) carried out by*		ary Details*		
IPV Date	Self certified document co			
Emp. Name	True Copies of documents	received (Attested)		
Emp. Code	AMC / Intermediary Name :			
Emp. Designation				
Employee Signature and Stamp	Institution	Name and Stamp		
	1			



#### **Instructions/Check List for Filling KYC Form**

#### A. Important Points

- 1. Self-attested copy of PAN card is mandatory for all clients, including Promoters/Partners/Karta/Trustees and whole time directors and persons authorized to deal in securities on behalf of company/firm/others.
- Copies of all the documents submitted by the applicant should be self-attested and accompanied by
  originals for verification. In case the original of any document is not produced for verification, then the
  copies should be properly attested by entities authorized for attesting the documents, as per the below
  mentioned list.
- 3. If any proof of identity or address is in a foreign language, then translation into English is required.
- 4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
- 5. If correspondence & permanent address are different, then proofs for both have to be submitted.
- 6. Sole proprietor must make the application in his individual name & capacity.
- 7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
- 8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.`
- 9. In case of Merchant Navy NRIs, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
- 10. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
- 11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/military officers, senior executives of state owned corporations, important political party officials, etc.
- B. Proof of Identity (POI): *List of documents admissible as Proof of Identity:* 
  - 1. Unique Identification Number (UID) (Aadhaar)/Passport/Voter ID card/Driving license.
  - 2. PAN card with photograph.
  - 3. Identity card/document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.
- C. Proof of Address (POA): List of documents admissible as Proof of Address:

(\*Documents having an expiry date should be valid on the date of submission.)

- 1. Passport/Voters Identity Card/Ration Card/Registered Lease or Sale Agreement of Residence/Driving License/Flat Maintenance bill/Insurance Copy.
- 2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill Not more than 3 months old.
- 3. Bank Account Statement/Passbook -- Not more than 3 months old.
- 4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
- 5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary Public /Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.



- 6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
- 7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostiled or consularised) that gives the registered address should be taken.
- 8. The proof of address in the name of the spouse may be accepted.
- 9. Aadhaar letter issued by UIDAI.
- D. Exemptions/clarifications to PAN (\*Sufficient documentary evidence in support of such claims to be collected.)
  - 1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
  - 2. Investors residing in the state of Sikkim.
  - 3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
  - 4. SIP of Mutual Funds upto Rs 50,000/- p.a.
  - 5. In case of institutional clients, namely, FIIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.
- E. List of people authorized to attest the documents:
  - 1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
  - 2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge and Indian Embassy/Consulate General in the country where the client resides are permitted to attest the documents.
  - 3. Authorised officials of Asset Management Companies (AMC).
  - 4. Authorised Officials of Registrar & Transfer Agent (RTA) acting on behalf of the AMC.
  - 5. KYC compliant mutual fund distributors affiliated to Association of Mutual Funds (AMFI) and have undergone the process of 'Know Your Distributor (KYD)'.
- F. 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	Self-declaration with relevant supporting
of assets.	documents.

<sup>\*</sup>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.

- G. 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.
- H. Demat master or recent holding statement issued by DP bearing name of the client.



#### I. For individuals:

- 1. 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.
- 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 and Indian Embassy/Consulate General in the country where the client resides may be permitted.



#### **Trading & Demat Account related details for individual resident**

#### A. Client Name

First Name	Middle Name	Last Name			
Mother's Name					

#### B. Bank Account(s) Details

Bank Name	Bank Account No.	
MICR Number IFSC		Account Type
Branch Address		

#### C. Depository Account(s) Details

Depository Participant Name	Depository Name				
DIAMOND HANDS LLP		CDSL			
Beneficiary Id (BO Id) UCC		DP Id			
		12100600			
Beneficiary Name					

#### D. Trading Preferences

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

Exchanges	BSE and NSE		
Segments	Cash F&O		

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



#### E. Occupational Details

F.

G.

1.	Gross Annual Income Details (please specify): Income Range per annum:						
	Below Rs 1 Lac	1-5 Lac	ac 🗌 10-25 La	ac [	25 Lacs-1 Cr	> 1 Cr	
	Net-worth as on date	(Should no	ot be older than 1	year):			
2.	Occupation (please tick any one and give brief details):						
	Private Sector	Public Sector	Government Se	ervice	Business	Professional	
	Agriculturist	Retired	Housewife		Student		
	Others (specify)						
3.	No of years of Investment	Trading Experience	<u>:</u> :				
	☐ < 1 year ☐ 1 - 5	years	years 🗌 10 -	15 yeaı	rs 15 + ye	ears	
4.	Please tick, if applicable:						
	Politically Exposed Person (PEP)/Related to a Politically Exposed Person/Domestic Political Exposed Person/Related to a Domestic Political Exposed Person:						
Past Actions							
a	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:						
Dealings Through Sub Brokers, Authorised Person (AP) And Other Stock Brokers							
If yo	ou are dealing through a su	b-broker then prov	ide the following	details:			
Sub	Sub-broker's Name SEBI Registration No. Office Address						
Clie	Client Code Phone No Website						
Whether dealing with any other stock broker/sub-broker (in case dealing with multiple stock brokers/sub-brokers, provide details of all):							
Sto	ck Broker's Name	Sub-broker's Nam	e if any	Exchar	nges		
Clie	nt Code						
Det	ails of disputes/dues pendi	ng from/to such sto	ock broker/sub- br	oker if	anv		



#### H. Additional Details/Standing Instructions/Authorization From The Client

1	Avail facility of Internet Trading/Wireless Technology	☐ Yes ☐ No	
2	Nominee Details	<ul><li>☐ I wish to Nominate (Fill Annexure 1A)</li><li>☐ I do not wish to Nominate (Fill Annexure 1 B)</li></ul>	
3	Receive each and every credit directly into my account	□ Yes □No	
4	Dividend/interest will be credited to the client's designated bank account via ECS.	□ Yes □ No	
5	Instruct DP to accept all pledge instructions in BO's favour without any further instruction from BO's end.	□ Yes □No	
6	Issue Delivery instruction Slip (DIS)	☐ Yes ☐ No	
7	DP Account statement requirement	<ul><li>☐ Monthly</li><li>☐ Weekly</li><li>☐ Fortnightly</li><li>☐ Daily</li><li>☐ As per SEBI Regulations</li></ul>	
8	Avail SMS Alert Facility on Mobile Number (Refer to Terms & Conditions cum Registration/Modification Form for receiving Alerts from CDSL)	□ Yes □No	
9	Share email id with Registrar & Transfer Agent (RTA)	☐ Yes ☐ No	
10	Avail TRUST facility provided by CDSL for below Clearing Member: Diamond Hands LLP Stock Exchange Name: BSE and NSE Member Name: Diamond Hands LLP	□ Yes □No	
11	BSDA Facility - I/We wish to avail the BSDA facility	□ Yes □No	
12	Do you wish to avail the DDPI (Demat Debit and Pledge Instruction) facility and authorize Diamond Hands LLP for Transfer of securities, Pledging and Re-pledging, Mutual Fund Transactions and Tendering shares in open offers	<ul><li>☐ I wish to Authorise (Fill Authorisation Form)</li><li>☐ I do not wish to Authorise</li></ul>	
13	The following documents to be received in the man	nner selected below:	
i	Contract Note (ECN)	☐ Electronic ☐ Physical ☐ Both	
ii	Holding cum Transaction Statement including CAS	☐ Electronic ☐ Physical ☐ Both	
iii	Annual Report	☐ Electronic ☐ Physical ☐ Both	
iv	Account Opening Form including Mandatory and Voluntary documents	☐ Electronic ☐ Physical ☐ Both	
V	DP Account Statement	☐ Electronic ☐ Physical ☐ Both	

#### Note:

- 1. In case client does not opt for a DIS booklet, it can be issued upon request at a later date
- 2. To register for Easi, please visit website www.cdslindia.com. Easi allows a BO to view his/her ISIN balances, transactions and value of the portfolio online.



#### **FATCA/CRS Declaration/Self-Certification**

Are you a U.S. Person? (Refer note below)	□ No □ Yes
Specify country of residence for tax purpose (Tax Residency)	☐ India ☐ Other
Specify country of citizenship	☐ India ☐ Other

#### **US Person means:**

In case of individuals, U.S. person means a citizen or resident of the United States. Persons who would qualify as U.S. persons could be born in United States, born outside the United States of a US parent, Naturalized citizen, Green Card Holders, tax residents.

Note: If you are U.S. person and/or if your tax residency/nationality/citizenship is other than India, then please provide declaration under FATCA/CRS. For declaration form please call us on +91 99875 34644 or write to <a href="mailto:compliance@021.trade">compliance@021.trade</a>

#### **Introducer Details (optional)**

Name of the Introducer	(6)		<b>(1)</b>		(5.6° 1.11 . 5.1
	(Surname)		(Name)		(Middle Name)
Status of the Introducer (Please tick)	Sub-Broker	Remisier	Authorised Person	Existing Client	Others (please specify)
Address					
Phone					
Signature of the Introducer					



#### 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 applicable for trading as well as Demat account.
- 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.
- 4. I/We have received and read the Rights and Obligations document and 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.

Place:	
Date:	Client Signature



#### For Office use only

Employee Details	Documents verified with Originals	Client Interviewed By	In-Person Verification done by
Name			
Employee Code			
Designation			
Date			

UCC allotted to the Client: \_\_\_

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.

If the client chooses to avail the demat facility from the same stock broker who is also a depository participant, the stock broker may use the same form and provide the details of the demat account opened for the said client to the client while providing a copy of the KYC documents.

Signature of the Authorised Signatory	
Date	Seal/Stamp of the stock broker



### Tariff Sheet (Trading and DP)

I agree to pay the following Trading and DP service charges:

Details of Charges	□ Non-BSDA	□ BSDA
Account Opening	Individuals: Free Non-Individuals: Rs. 500	Individuals: Free Non-Individuals: Rs. 500
Equity Intraday	Rs. 20 per executed order or 0.03% of Turnover whichever is lower	Rs. 20 per executed order or 0.03% of Turnover whichever is lower
Equity Delivery	Rs. 20 per executed order or 0.03% of Turnover whichever is lower	Rs. 20 per executed order or 0.03% of Turnover whichever is lower
Future	Rs. 20 per executed order or 0.03% of Turnover whichever is lower	Rs. 20 per executed order or 0.03% of Turnover whichever is lower
Options	Flat Rs. 20 per executed order	Flat Rs. 20 per executed order
Call and Trade charges per order	Rs. 50	Rs. 50
Auto square off charges	Rs. 50	Rs. 50
DDPI Charges	Rs. 100	Rs. 100
Maintenance Charges	Rs. 60 per quarter	Upto 4 Lakhs: Nil More than 4 Lakhs - 10 Lakhs: Rs. 25 per quarter More than 10 lakhs: Not a BSDA. Regular AMC levied.
DP Transaction Charges including BTST	Buy: Free Sell: Rs. 15.50 Per ISIN including CDSL fee of Rs. 3.5 Female demat account holders (as first holder) will enjoy a discount of Rs. 0.25 per transaction on the CDSL fee.	Buy: Free Sell: Rs. 15.50 Per ISIN including CDSL fee of Rs. 3.5 Female demat account holders (as first holder) will enjoy a discount of Rs. 0.25 per transaction on the CDSL fee.
Transaction Charges (Off-Market Trades) - Buy (Receive)/Sell (Debit)	Nil/0.03% or Rs.25 whichever is higher	Nil/0.03% or Rs.25 whichever is higher
Delay Payment Charges (DPC)	0.05% per day on the shortfall in the cash margin requirement	0.05% per day on the shortfall in the cash margin requirement
Payment Gateway Charges	Rs. 13	Rs. 13
UPI/NEFT/RTGS	Free	Free
Corporate Action	Rs. 20 on: Offer for Sale, Buyback, Delisting, Takeover order	Rs. 20 on: Offer for Sale, Buyback, Delisting, Takeover order
Demat (Per certificate)	Rs. 150 per certificate	Rs. 150 per certificate
Remat (Per certificate)	Rs. 150 per certificate + CDSL Charges	Rs. 150 per certificate + CDSL Charges
Courier charges per Demat/Remat/Demat Rejection/Client Master Report	Courier charges at actual	Courier charges at actual
Pledge/Unpledge Request	Rs. 30 Per Pledge Per ISIN	Rs. 30 Per Pledge Per ISIN



Details of Charges Pledge invocation	□ Non-BSDA Rs. 20	□ BSDA Rs. 20
Margin Pledge/Unpledge	Rs. 9 + Rs. 5 per request (CDSL Charges)	Rs. 9 + Rs. 5 per request (CDSL Charges)
Margin Repledge	Rs. 2 (CDSL charges)	Rs. 2 (CDSL charges)
Failed Transactions (5)	Rs. 50 per ISIN	Rs. 50 per ISIN
Periodic Statement: By Email/Physical	Email: Free Physical: Rs. 50	Email: Free Physical: Rs. 50
Adhoc/Non Periodic Statement Requests - By Email	Email: Rs.10 per request Physical: Rs. 50 per request upto 10 pages. Every additional page at Rs. 5	Email: Nil Physical: Rs. 25 per request
First Delivery Instruction Book	Free	Free
Every Additional Booklet (10 Leaves)	Rs. 100	Rs. 100
Modification requiring Re-kyc Example: Address / Name change	Rs. 25 per request	Rs. 25 per request
Auction Charges	Charged as per actuals from the exchange	Charged as per actuals from the exchange
Physical Delivery Charges	Rs. 50 per executed transaction	Rs. 50 per executed transaction

#### Notes:

- Brokerage will not exceed the rates specified by SEBI and the Exchanges. All Statutory and Regulatory charges
  will be levied as per exchange. Brokerage is also charged on expired, exercised, and assigned Options
  contracts.
- 2. Order value for Options is calculated as (Strike + Premium) x Lot size. Brokerage is also charged on expired, exercised and assigned options contract
- 3. Stamp duty, GST, Education cess & other statutory levies (if any) will be charged as applicable. GST at 18% will be applicable on all the charges mentioned in the above table.
- 4. Derivatives Segment (Futures & Options) reactivation will be charged at Rs. 25
- 5. Failed Transaction includes: Pledge, Unpledge, Margin Pledge & Unpledge and Off Market transaction
- 6. No maintenance fee will be charged for accounts closed within 30 days.
- 7. A client having more than one demat account will be not be eligible for BSDA account even if opted.
- 8. The above tariff sheet is subject to revision and any such revision will be communicated by email.





#### Rights And Obligations of Stock Brokers and Clients as prescribed by SEBI and Stock Exchanges

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

#### **Client Information**

- 6. 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.
- 7. 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.
- 8. 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.
- 9. The stock broker shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the stock broker may so disclose information about his client to any person or authority with the express permission of the client.

#### **Margins**

- 10. 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.
- 11. 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**

- 12. 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.
- 13. 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.
- 14. 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, Byelaws, circulars and notices of Exchange.
- 15. 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).
- 16. 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**

17. 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

- 18. 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.
- 19. 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.

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)/Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).



#### **Dispute Resolution**

- 20. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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/stockbroker.

#### **Termination of Relationship**

- 25. 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.
- 26. The stock broker and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.

#### **Additional Rights and Obligations**

- 27. 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.
- 28. 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
- 29. 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.
- 30. 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.



- 31. 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.
- 32. 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.
- 33. 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.
- 34. The stock broker/stock broker and depository participant shall not directly/indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.

#### **Electronic Contract Notes (ECN)**

- 35. 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.
- 36. 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.
- 37. 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.
- 38. 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.
- 39. 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.
- 40. 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

- 41. In addition to the specific rights set out in this document, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. 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.
- 46. 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.



**Client Signature** 



#### 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 IBT/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.



**Client Signature** 



## Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories

#### **General Clause**

- The Beneficial Owner (BO) and the Depository participant (DP) shall be bound by the provisions of the
  Depositories Act, 1996, Securities and Exchange Board of India (Depositories and Participants) Regulations,
  2018 (DP Regulations), rules and regulations of Securities and Exchange Board of India (SEBI),
  circulars/notifications/guidelines issued there under, bye laws and business rules/operating instructions
  issued by the depositories and relevant notifications of Government Authorities as may be in force from time
  to time.
- 2. The DP shall open/activate demat account of a beneficial owner in the depository system only after receipt of complete Account opening form, KYC and supporting documents as specified by SEBI from time to time.

#### **Beneficial Owner information**

- 3. The DP shall maintain all the details of the beneficial owner(s) as mentioned in the account opening form, supporting documents submitted by them and/or any other information pertaining to the beneficial owner confidentially and shall not disclose the same to any person except as required by any statutory, legal or regulatory authority in this regard.
- 4. The BO shall immediately notify the DP in writing, if there is any change in details provided in the account opening form as submitted to the DP at the time of opening the demat account or furnished to the DP from time to time.

#### Fees/Charges/Tariff

- 5. The BO shall pay such charges to the DP for the purpose of holding and transfer of securities in dematerialized form and for availing depository services as may be agreed to from time to time between the DP and the BO as set out in the Tariff Sheet provided by the DP. It may be informed to the BO that "no charges are payable for opening of demat accounts"
- 6. In case of Basic Services Demat Accounts, the DP shall adhere to the charge structure as laid down under the relevant SEBI and/or depository circulars/directions/notifications issued from time to time.
- 7. The DP shall not increase any charges/tariff agreed upon unless it has given a notice in writing of not less than thirty days to the BO regarding the same.

#### Dematerialization

8. The BO shall have the right to get the securities, which have been admitted on the depositories, dematerialized in the form and manner laid down under the bye laws, business rules and operating instructions of the depositories.

#### **Separate Accounts**

- 9. The DP shall open separate accounts in the name of each of the BOs and securities of each BO shall be segregated and shall not be mixed up with the securities of other BOs and/or DP's own securities held in dematerialized form.
- 10. The DP shall not facilitate the BO to create or permit any pledge and/or hypothecation or any other interest or encumbrance over all or any of such securities submitted for dematerialization and/or held in demat account except in the form and manner prescribed in the Depositories Act, 1996, DP Regulations and byelaws/operating instructions/business rules of the depositories.



#### **Transfer of Securities**

- 11. The DP shall effect transfer to and from the demat accounts of the BO only on the basis of an order, instruction, direction or mandate duly authorized by the BO and the DP shall maintain the original documents and the audit trail of such authorizations.
- 12. The BO reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.
- 13. The stock broker / stock broker and depository participant shall not directly / indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.

#### Statement of account

- 14. The DP shall provide statements of accounts to the BO in such form and manner and at such time as agreed with the BO and as specified by SEBI/depository in this regard.
- 15. However, if there is no transaction in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such BOs and shall resume sending the transaction statement as and when there is a transaction in the account.
- 16. The DP may provide the services of issuing the statement of demat accounts in an electronic mode if the BO so desires. The DP will furnish to the BO the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However, if the DP does not have the facility of providing the statement of demat account in the electronic mode, then the DP shall be obliged to forward the statement of demat accounts in physical form.
- 17. In case of Basic Services Demat Accounts, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time.

#### Manner of Closure of Demat account

- 18. The DP shall have the right to close the demat account of the BO, for any reasons whatsoever, provided the DP has given a notice in writing of not less than thirty days to the BO as well as to the Depository. Similarly, the BO shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the BO shall specify whether the balances in their demat account should be transferred to another demat account of the BO held with another DP or to rematerialize the security balances held.
- 19. Based on the instructions of the BO, the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of thirty days as per procedure specified from time to time by the depository. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the BO or the DP and shall continue to bind the parties to their satisfactory completion.

#### **Default in payment of charges**

- 20. In event of BO committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the DP to close the demat account of the BO, the DP may charge interest at a rate as specified by the depository from time to time for the period of such default.
- 21. In case the BO has failed to make the payment of any of the amounts as provided in Clause 5&6 specified above, the DP after giving two days' notice to the BO shall have the right to stop processing of instructions of the BO till such time he makes the payment along with interest, if any.



#### **Liability of the Depository**

- 22. As per Section 16 of Depositories Act, 1996,
  - i. Without prejudice to the provisions of any other law for the time being in force, any loss caused to the BO due to the negligence of the depository or the participant, the depository shall indemnify such BO.
  - ii. Where the loss due to the negligence of the DP under Clause (a) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

#### Freezing/Defreezing of accounts

- 23. The BO may exercise the right to freeze/defreeze his/her demat account maintained with the DP in accordance with the procedure and subject to the restrictions laid down under the bye laws and business rules/operating instructions.
- 24. The DP or the depository shall have the right to freeze/defreeze the accounts of the BOs on receipt of instructions received from any regulator or court or any statutory authority.

#### **Redressal of Investor grievance**

25. The DP shall redress all grievances of the BO against the DP within a period of twenty one days from the date of receipt of the complaint.

#### **Authorized representative**

26. If the BO is a body corporate or a legal entity, it shall, along with the account opening form, furnish to the DP, a list of officials authorized by it, who shall represent and interact on its behalf with the DP. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the DP.

#### Law and Jurisdiction

- 27. In addition to the specific rights set out in this document, the DP and the BO shall be entitled to exercise any other rights which the DP or the BO may have under the Rules, bye laws and regulations of the respective depository in which the demat account is opened and circulars/notices issued there under or rules and regulations of SEBI.
- 28. The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye-laws of the relevant Depository, where the BO maintains his/her account, that may be in force from time to time.
- 29. The BO and the DP shall abide by the arbitration and conciliation procedure prescribed under the bye-laws of the depository and that such procedure shall be applicable to any disputes between the DP and the BO.
- 30. Words and expressions which are used in this document but which are not defined herein shall unless the context otherwise requires, have the same meanings as assigned thereto in the rules, bye-laws and regulations and circulars/notices issued there under by the depository and/or SEBI.
- 31. Any changes in the rights and obligations which are specified by SEBI/depositories shall also be brought to the notice of the clients at once.



32. 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 depository, where the BO maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

For any complaints, please visit SCORES on <a href="https://scores.sebi.gov.in">https://scores.sebi.gov.in</a>





#### **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.

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.

2.1.1. 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.
- 2.1.2. 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.
- 2.1.3. 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.
- 2.1.4. 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.
- 2.1.5. 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:

- 2.2.1. 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.
- 2.2.2. 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.
- 2.2.3. 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:

- 2.3.1. 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.
- 2.3.2. 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:

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



- 2.4.2. 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.
- 2.4.3. 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.





#### **Guidance Note - Do's And Don'ts for Trading on the Exchange for Investors**

#### Before you begin to trade

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

#### **Transactions and Settlements**

- 8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
- 9. Don't share your internet trading account's password with anyone.
- 10. Don't make any payment in cash to the stock broker.
- 11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub- broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/demat account such money or securities deposited and from which bank/demat account.
- 12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
- 13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
  - a. Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
  - b. The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
  - c. On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In



respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds 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 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.





#### 021 Trade - Policies & Procedures

Diamond Hands LLP, known by the trademark name of "021 Trade" and referred to as "stock broker" is a SEBI-registered intermediary that is obligated to adhere to the rules and regulations issued from time to time. The company operates through well-defined procedures and policies as outlined in the circulars of the exchanges and SEBI. In compliance with SEBI regulations, the following policies have been made available to clients. Please note that these policies are not exhaustive and there may be other policies followed by Diamond Hands LLP.

#### 1. Refusal Of Orders For Penny/Illiquid Stock

The stock broker has the authority to limit or refuse orders in one or more securities due to various reasons including market liquidity, security value, or if the securities are not on the permitted list of the stock broker/exchange (s)/SEBI. They may also demand compulsory settlement or advance payment before accepting orders. Any trade-related losses that may occur due to refusal or delay shall be exclusively borne by the client. Any Orders exceeding the risk management limits may need reconfirmation, and the stockbroker has the discretion to reject the orders based on risk perception.

#### 2. Setting Up Client's Exposure Limits

The client acknowledges and accepts that the limits on the orders (including exposure limits, turnover limits, limits as to the number, value, and/or kind of securities in respect of which orders can be placed, etc.) assigned to each client may vary, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time, and is at the discretion of the broker. The client is aware and agrees that the stock broker may need to vary or reduce or impose new limits urgently based on the stock broker's risk perception, the risk profile of the client, and other factors considered relevant by the stock broker including but not limited to limits on account of exchange/SEBI directions/limits. The stock broker reserves the right to allow different permissible exposure levels to individual clients. The client agrees that the stock broker shall not be responsible for such variation, reduction, or imposition or the client's inability to route any order through the stock broker's trading system on account of any such variation, reduction, or imposition of limits. The client further agrees that the stock broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the client's ability to place orders or trade in securities through the stock broker, or it may subject any order placed by the client to a review before it enters into the trading systems and may refuse to execute/allow execution of orders due to but not limited to the reason of lack of margin/securities or the order being outside the limits set by stock broker/exchange/SEBI and any other reasons which the stock broker may deem appropriate in the circumstances. The client agrees that trade- related losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone. Additionally, the stockbroker may require up to 100% margin before accepting any order from the client.

Clients must ensure they have adequate margin/security before trading and are responsible for knowing the requirements. If an order is executed with insufficient margin, the client must immediately cover the shortfall. Clients are liable for all orders and any resulting claims, losses, or damages arising out of the nonavailability/shortage of margin/security required by the stock broker or exchange or SEBI.

The margin/security deposited by the client with the stock broker is not eligible for any interest. The stock broker is entitled to include/appropriate any/all payout of funds/securities towards margin/security without requiring specific authorizations for each payout.

Clients authorize stock brokers to adjust their margin/security from one exchange or segment to meet requirements in another. Brokers can disable or freeze accounts if they suspect the client has committed fraud, violated agreements, or is likely to break laws or regulations.



#### **Applicable Brokerage Rate**

The stock broker is entitled to charge brokerage within the limits set by the exchange, which currently are as follows:

- a. For the Cash Market Segment:
  - i. The maximum brokerage for trades in securities on the Capital Market segment of the Exchange is 2.5% of the contract price, excluding statutory levies.
  - ii. If the sale/purchase value of a share is Rs. 10 or less, a maximum brokerage of 25 paise per share may be collected.
- b. For Option Contracts:
  - i. Brokerage for option contracts is charged based on the premium amount at which the option contract was bought or sold, not on the strike price.
  - ii. The brokerage charged on options contracts cannot exceed 2.5% of the premium amount or Rs 100 per lot, whichever is higher.

#### 3. Imposition Of Penalty/Delayed Payment Charges

The client agrees to be charged delayed payment charges(DPC) at a rate of 0.05% per day for any overdue amounts towards trading or other trade-related reasons to the stock broker. Any such fines or penalties may be imposed at the same rate for any orders, trades, deals, or actions of the client that contravene the Mandatory and Voluntary Client Registration Documents, exchange rules, regulations, or any other applicable laws. If the stock broker incurs fines or penalties from any authority due to the client's actions, the client is solely responsible for covering these costs. Furthermore, the client agrees to pay brokerage, commission, fees, and all taxes imposed by any authority, including but not limited to stock exchanges. All fines/penalties and charges levied upon the Client due to its acts/deeds or transactions will be recovered by the Stock Broker directly from the Client's account.

# 4. The Right To Sell The Client's Securities Or Close Clients' Positions, Without Giving Notice To The Client, On Account Of Non-Payment Of The Client's Dues (This Shall Be Limited To The Extent Of Settlement/Margin Obligation)

The client shall ensure timely availability of funds/securities in a designated form and manner at the designated time and in designated bank and depository account(s) at the designated place, for meeting his/her/its pay in obligation of funds and securities. The stock broker is not responsible for any claims, losses, or damages due to the client's non-availability or short availability of funds or securities in the designated accounts of the stock broker for meeting pay-in obligations. In the event of non-payment of settlement obligations, the stock broker reserves the right to sell or liquidate securities and cancel orders at its discretion, without notice. Any losses incurred by the client due to such actions, including auctions, square-offs, or closings, are solely the client's responsibility, and the client agrees not to hold the stock broker liable. If the margin/security is provided by the client as securities or any other property, the stock broker has the authority to decline its acceptance or accept it at a reduced value. This valuation may be determined through methods such as applying haircuts, marking it to market, or any other method deemed appropriate by the stock broker in its absolute discretion. Where the margin or security is provided in the form of securities or any other property, the stock broker has the authority to refuse to accept it as margin or security and/or to accept it at such reduce value determined by the stock broker in its sole discretion. This can be done by applying haircuts, valuing the margin by marking it to market, or using any other technique the stock broker sees fit. The stock broker has the right, but not the obligation, to cancel pending orders, sell, close, or liquidate positions at the predefined square-off time or when the Mark to Market percentage reaches the margin percentage. The broker decides the margin percentage based on market conditions. If this happens, the client



bears the trade-related losses based on executed prices. In case an open position (i.e., short/long) is converted into delivery due to non-square-off, the client agrees to provide securities/funds to fulfill the payin obligation. Failure to do so may result in auctions or internal close-outs and may also lead to penalties and charges levied by the exchange, as well as any resultant or associated losses that may occur due to such squaring-off or sale of such securities shall be borne by the client and the client agrees not to hold the stock broker responsible for the same in any form or manner whatsoever.

The stock broker is entitled to set the date and time by which the margin/security must be provided and may refuse any payments after the deadline. If the client fails to maintain or provide the required margin, funds, or securities within the prescribed time and form, the stock broker has the right, without further notice, to take one or more of the following actions:

- a. Withhold any payout of funds/securities.
- b. Withhold/disable the client's trading/dealing facility.
- c. Liquidate one or more of the client's securities at the broker's discretion, including pending delivery/receipt securities.
- d. Partially or fully liquidate/square off the client's positions in securities/contracts at the broker's discretion.
- e. Take any other steps deemed necessary by the broker.

The client agrees that any trade-related losses resulting from these actions will be borne solely by the client and will not question the broker's decisions regarding the timing, manner, form, or pricing of these actions.

## 5. Conditions Under Which A Client May Not Be Allowed To Take Further Position Or The Broker May Close The Existing Position Of A Client

Clients will be permitted to take positions based on the available margin. However, if there is a shortage or non-availability of margin as per the stock broker's RMS policy, clients may not be allowed to take any further positions. In addition, where there is a shortage of margin, failure to make payments on obligations, or outstanding debts, existing client positions may be closed without prior notice or opportunity to rectify margin deficiencies. The stock broker may refuse to execute/allow execution of orders due to but not limited to the reason of lack of margin/securities or the order being outside the limits set by stock broker/exchange/SEBI and any other reasons which the stock broker may deem appropriate in the circumstances.

The stock broker is entitled to disable/freeze the account or trading facility/any other service if, in the opinion of the stock broker, the client has committed a crime, fraud or has acted in contradiction of this agreement or/evaded/violates any laws, rules, regulations, directions of a lawful authority whether Indian or foreign or if the stock broker so apprehends. Any profit/loss arising out of these transactions shall be at the risk of and borne by the client.

#### 6. Shortages In Obligations Arising Out Of Internal Netting Of Trades

The stock broker shall only deliver securities or release funds to the client upon receipt of the same from the exchange, clearing corporation/clearing house, or other liable entities, and only after the client has fulfilled their obligations.

Following procedure and policy shall be applicable for settling shortages in obligations resulting from internal netting of trades:

- a. In the case of short delivery, the client is debited by an amount equivalent to 20% above the closing rate of the day prior to the Payin/Payout Day.
- b. Short-delivered securities are purchased from the market on T+1 day, and the purchase consideration, including statutory taxes and levies, is debited to the short-delivering client, along with a reversal entry of the provisionally debited amount.



- c. If securities cannot be purchased from the market due to force majeure conditions, the short-delivering seller is debited at the closing rate on T+1 day or Auction day on Exchange +20%.
- d. In cases of securities with corporate actions, all instances of short delivery of cum transactions, which cannot be auctioned on cum basis, or where the cum basis auction payout is after the book closure/record date, will be compulsorily closed out at a price set at 10% above the official closing price from the first trading day of the settlement until the auction day.

## 7. Temporarily Suspending Or Closing Client's account At Client's request

Upon the written request of the client, the stockbroker can temporarily suspend their account, which can only be reactivated upon another written request from the client. During the suspension period, market transactions are prohibited, but pending settlements can proceed. Diamond Hands LLP reserves the right to withhold client payouts and suspend their trading account due to surveillance, judicial, or regulatory actions/orders necessitating such suspension.

Similarly, upon the client's written request, the account can be closed, provided all formalities for closure, including settling dues and closing open positions, are completed. If the client wishes to reopen a broking account in the future, they must undergo KYC and account opening procedures anew.

## 8. Deregistering a Client

Diamond Hands LLP may suspend or close a client's account for further dealings under the following circumstances:

- a. Upon receiving a specific written request from the client submitted to Diamond Hands LLP office or through email from the client registered email id.
- b. As directed by SEBI, the Exchange, or other authorities.
- c. if the client's actions are deemed illegal or improper, such as manipulating security prices or disrupting market functions, either alone or with others.
- d. If legal proceedings, including arbitration, are initiated against the client.
- e. In the event of the client's death, lunacy, or other disabilities.
- f. If the client is a partnership firm and steps are taken for the dissolution of the partnership.
- g. If the client experiences a significant adverse change in financial position or defaults on any other agreement with the stock broker.
- h. If there is a reasonable concern that the client cannot pay their debts or admits inability to pay debts as they become due.
- i. If the client breaches any policies, terms and conditions.
- j. If the client has made any material misrepresentation of facts, including those related to security.
- k. If a receiver, administrator, or liquidator is appointed for any part of the client's undertaking.
- I. If the client takes or allows actions for reorganization, liquidation, or dissolution.
- m. If the client becomes subject to bankruptcy or insolvency proceedings, goes into liquidation, has a receiver appointed, or refers itself to the Board for Industrial and Financial Reconstruction or similar protections.
- n. If any covenant or warranty of the client is materially incorrect or untrue.
- o. If the client is unable to meet any obligations to the Exchange(s), SEBI, or Diamond Hands LLP on time.
- p. If communication details such as email, mobile, or landline information are not updated or belong to a third party.
- q. If the client lodges a complaint with Diamond Hands LLP or the Exchange regarding unauthorized trades in the account.
- r. Upon receiving notices from statutory, government, or local authorities, or from judicial or quasi-judicial authorities, including tax authorities.



s. Diamond Hands LLP may also close the client's account at its sole discretion by providing adequate notice or intimation in advance.

Additionally, the stock broker may deregister an account due to changes in regulations, or internal policies, including those aimed at preventing money laundering. Even if the account is closed, all transactions completed before the cancellation will remain valid and client will remain responsible for any obligations related to those transactions. The client will also be responsible for any losses that occur due to these circumstances.

## **10. Policy For Dormant Accounts**

The Trading Account will be classified as dormant if there are no transactions for over 24 calendar months. Dormant accounts are frozen for further transactions, including purchases or sales in cash, derivative, or currency segments, bank receipts/payments, or any other financial/security transaction affecting the common ledger. Failure to log in with a security token also triggers dormancy. Diamond Hands LLP shall inform the client within 7 days of such classification and reactivation requires a request with valid proof of identity. These policies may change with 15 days prior notice from Diamond Hands LLP.

#### 11. Good Till Triggered (GTT) Policy

The Good Till Triggered (GTT) policy explains how the stock broker manages GTT orders. These orders allow clients to automate their trades by setting specific conditions, such as a trigger price, for buying or selling stocks. The order stays active until the trigger is met or until the time period set by the client runs out. Clients have the flexibility to change or cancel their GTT orders at any time before they are executed, directly through the trading platform.

In situations where corporate actions, like stock splits or mergers, occur, GTT orders might need to be adjusted or canceled to ensure that they are executed correctly. For example, a stock split might require the order price to be updated. If the stock broker needs to cancel or modify a GTT order due to such actions, clients will be informed at least one day before the change takes effect.

I agree and understand that Diamond Hands LLP may from time to time at its sole discretion amend or modify the policies and procedures under intimation to me/us. I/we have read and understood the above-mentioned policies and procedures.

 $\mathcal{L}$ 

**Client Signature** 



# 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]

#### **Definitions:**

- 1. In these Terms and Conditions the terms shall have following meaning unless indicated otherwise: "Depository" means Central Depository Services (India) Limited a company incorporated in India under the Companies Act 1956 and having its registered office at Marathon Futurex, A-Wing, 25th floor, NM Joshi Marg, Lower Parel, Mumbai 400013 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 accountholders 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 <a href="mailto:complaints@cdslindia.com">complaints@cdslindia.com</a> 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 without 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.

## 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 thereto 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.





## Terms And Conditions for availing Transaction Using Secured Texting (TRUST) Service offered by CDSL

#### 1. Definitions:

In these Terms and Conditions the terms shall have following meaning unless indicated otherwise: "Depository" means Central Depository Services (India) Limited (CDSL)

- i. TRUST means "Transactions Using Secured Texting" service offered by the Depository.
- ii. "Service Provider" means a cellular service provider(s) with whom the Depository has entered/shall enter into an arrangement for providing the TRUST service to the BO.
- iii. "Service" means the service of providing facility to receive/give instructions through SMS on best effort basis as per the following terms and conditions. The types of transaction that would normally qualify for this type of service would be informed by CDSL from time to time.
- iv. "Third Party" means the operators with whom the Service Provider is having/will have an arrangement for providing SMS to the BO.
- 2. The service will be provided to the BO at his/her request and at the discretion of the depository provided the BO has registered for this facility with their mobile numbers through their DP or by any other mode as informed by CDSL from time to time. Acceptance of application shall be subject to the verification of the information provided by the BO to the Depository
- 3. The messages will be sent on best efforts basis by way of an SMS on the mobile no which has been provided by the BOs. However Depository shall not be responsible if messages are not received or sent for any reason whatsoever, including but not limited to the failure of the service provider or network.
- 4. The BO is responsible for promptly informing its DP in the prescribed manner any change in mobile number, or loss of handset on which the BO wants to send/receive messages generated under TRUST. In case the new number is not registered for TRUST in the depository system, the messages generated under TRUST will continue to be sent to the last registered mobile number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of messages sent on such mobile number.
- 5. The BO agrees that SMS received by the Depository from the registered mobile number of the BO on the basis of which instructions are executed in the depository system shall be conclusive evidence of such instructions having been issued by the BO. The DP/CDSL will not be held liable for acting on SMS so received.
- 6. The BO shall be responsible for submitting response to the 'Responsive SMS' within the specified time period. Transactions for which no positive or negative confirmation is received from the BO, will not be executed except for transaction for deregistration. Further, CDSL shall not be responsible for BOs not submitting the response to the said SMS within the time limit prescribed by CDSL.
- 7. The BO agrees that the signing of the TRUST registration form by all joint holders shall mean that the instructions executed on the basis of SMS received from the registered mobile for TRUST shall be deemed to have been executed by all joint holders.
- 8. The BO agrees to ensure that the mobile number for TRUST facility and SMS alert (SMART) facility is the same. The BO agrees that if he is not registered for SMART, the DP shall register him for SMART and TRUST. If the mobile number provided for TRUST is different from the mobile number recorded for SMART, the new mobile number would be updated for SMART as well as TRUST.
- 9. BOs are advised to check the status of their obligation from time to time and also advise the respective CMs to do so. In case of any issues, the BO/CM should approach their DPs to ensure that the obligation is fulfilled through any other mode of delivery of transactions as may be informed/made available by CDSL from time to time including submission of Delivery Instruction Slips to the DP.
- 10. The BO acknowledges that CDSL will send the message for confirmation of a transaction to the BO only if the Clearing Member (registered by the BO for TRUST) enters the said transaction in CDSL system for execution through TRUST within prescribed time limit.
- 11. The BO further acknowledges that the BO/CM shall not have any right to any claim against either the DP or Depository for losses, if any, incurred due to non receipt of response on the responsive SMS or receipt of such response after the prescribed time period. In the event of any dispute relating to the date and time of receipt of such response, CDSL's records shall be conclusive evidence and the Parties agree that CDSL's



- decision on the same shall be final and binding on both Parties.
- 12. The BO may request for deregistration from TRUST at any time by giving a notice in writing to its DP or by any other mode as specified by Depository in its operating instructions. The same shall be effected after entry of such request by the DP in CDSL system if the request is received through the DP.
- 13. Depository reserves the right to charge such fees from time to time as it deems fit for providing this service to the BO.
- 14. The BO expressly authorises Depository to disclose to the Service Provider or any other third party, such BO information as may be required by them to provide the services to the BO. Depository however, shall not be responsible and be held liable for any divulgence or leakage of confidential BO information by such Service Providers or any other third party.
- 15. The BO takes the responsibility for the correctness of the information supplied by him to Depository through the use of the said Facility or through any other means such as electronic mail or written communication.
- 16. The BO is solely responsible for ensuring that the mobile number is not misused and is kept safely and securely. The Depository will process requests originated from the registered Mobile as if submitted by the BO and Depository is not responsible for any claim made by the BO informing that the same was not originated by him.
- 17. Indemnity: In consideration of providing the service, the BO agrees that the depository shall not be liable to indemnify the BO towards any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service by the BO.
- 18. Disclaimer:

Depository shall be absolved of any liability in case:-

- i. There is loss of any information during processing or transmission or any unauthorized access by any other person or breach of confidentiality.
- ii. There is any lapse or failure on the part of the service providers or any third party affecting the said Facility and that Depository makes no warranty as to the quality of the service provided by any such service provider. There is breach of confidentiality or security of the messages whether personal or otherwise transmitted through the Facility.





## **021 Trade - Voluntary Terms and Conditions**

The client intends to open trading accounts with Diamond Hands LLP for various market segments. By accepting the following terms and conditions, the client voluntarily agrees to be bound by them. These terms form a contract between the parties, enforceable by each against the other.

#### 1. Instructions for Order Placement

I understand that written instructions are required for placing, modifying, or canceling orders. However, I request that you accept my verbal orders/instructions, in person or over the phone, especially in case of internet issues. I acknowledge the risks of verbal orders and will not dispute them if I receive contract notes or trade confirmations. I indemnify Diamond Hands LLP and its employees against any trade-related losses or actions arising from executing my verbal instructions.

## 2. Manipulative or Fraudulent Market Transactions

I undertake that I will not engage in transactions, alone or with others, that could be seen as manipulative or fraudulent by SEBI/Exchanges, such as artificially influencing prices, creating fake volumes, synchronized trades, cross trades, or self-trades. If I am found participating in such activities, Diamond Hands has the right to inform the relevant authorities and suspend or close my trading account.

## 3. Undertaking Not to Act as an Unregistered Sub-broker

I agree not to act as an unregistered sub-broker and will trade only for myself. If I decide to trade for others, I will apply for SEBI/Exchange registration through Diamond Hands. If Diamond Hands LLP finds me acting as an unregistered sub-broker, it can suspend my account, close my positions, and use my credits to cover any debts without notice. Diamond Hands can also report this to regulatory authorities. I agree to indemnify Diamond Hands LLP for any losses or claims arising from such activities.

#### 4. Authorization to debit additional charges with regard to Trading and Demat Account

The client acknowledges and agrees that Diamond Hands LLP may impose ancillary charges, including Brokerage, Exchange transaction charges, Annual Maintenance Charges (AMC), commissions, and GST, and other taxes or levies, by whatever name so called, in compliance with the rules prescribed by the Exchanges and SEBI, related to the Client's Trading account and/or Demat account and/or Counter Demat account for any services provided by Diamond Hands LLP and as requested by the client. Diamond Hands LLP reserves the right to recover all reasonable costs, whether incidental or consequential, associated with rendering these services. These charges will be debited to the client's ledger account with Diamond Hands LLP. This authorization is without prejudice to any other rights and obligations of the parties.

## 5. Indemnity of Joint Holdings

I agree to indemnify and hold Diamond Hands LLP harmless from any claims, demands, actions, proceedings, losses, damages, liabilities, charges, and expenses arising from transactions in securities held jointly by me with any other person(s).

## 6. Account Security and Confidentiality

Your trading account is assigned a Unique Client Code (UCC) distinct from your demat account number. Keep your login credentials private and ensure that no one, including Diamond Hands LLP or their representatives, trades in your account without your explicit instructions.

## 7. Margin and Collateral Requirements

Before trading, provide margins to Diamond Hands LLP either by transferring funds to their specified bank accounts or by pledging securities from your demat account. Follow Diamond Hands LLP listed bank accounts and avoid sending funds to any other account.



## 8. Trading Limits, Charges, and Securities Transfer

Understand the trading limits set by the Diamond Hands LLP Risk Management Policy and review the tariff sheet for charges. All securities you purchase will be transferred to your demat account within one working day of the payout. For securities bought but not fully paid, the transfer may be subject to a limited period pledge (CUSPA pledge) for six trading days after the payout, created in favor of the stock broker. You can view your demat account balances directly on the Depositories' website after creating a login

#### 9. Fund Management

Funds received from you will be deposited with the Clearing Corporations in your name. Excess funds will be returned as per quarterly/monthly settlement norms.

### 10. Demat Access, Financial Information, and Dispute Resolution

You may grant a one-time Demat Debit and Pledge Instruction (DDPI) for limited access to your demat account including transferring sold securities for pay-in. Provide all requested financial information to the stock broker and keep your contact details updated. For disputes, raise a grievance with the stock broker or contact the stock exchanges and/or SEBI directly. Note that schemes offering guaranteed returns are illegal and not protected by SEBI or stock exchanges.

#### 11. Errors and Omissions

I understand that mistakes might happen when processing my orders. If this occurs, Diamond Hands LLP will try to fix the issue and make sure I don't lose money. I agree not to hold Diamond Hands LLP responsible for anything more or ask for extra compensation. I also know that any changes or cancellations I request for an order are only confirmed when Diamond Hands LLP says so.

#### 12. No Guarantee of Returns

Diamond Hands LLP does not provide any stock tips in any form. No information provided on the website or the mobile app can be construed as a stock tip or guaranteeing any returns.

#### 13. NRI Declaration

I understand that if I, as the sole or first applicant, have or attain NRI status, I can only trade in stocks through Diamond Hands LLP after providing the required documents, including a Foreign Inward Remittance Certificate (FIRC), as needed for any transactions or investments.

## 14. Authorization to square off the positions & sale/liquidation of collateral margins

Clients are required to settle their transactions within the timeframe specified by the Exchange by making necessary payments or delivering shares. Should a client fail to meet this obligation, Diamond Hands LLP reserves the right to square off any open or unpaid positions without prior notice, at a time deemed appropriate by Diamond Hands LLP. Clients do not have the authority to determine the timing of these closures. Diamond Hands LLP, along with its Partners and Employees, bears no responsibility for any trade-related losses or damages resulting from such square offs, as they are considered implicitly authorized by the client.

In the event of a debit balance after such square offs, clients are obligated to promptly settle it. However, should the client fail to do so, Diamond Hands LLP retains the right to liquidate shares or securities held as collateral or margin, as per the Demat Debit and Pledge Instruction (DDPI) authorization, to cover the outstanding debit balance, without providing any prior notification to the client. Clients do not possess the authority to influence the timing or selection of securities for liquidation. Diamond Hands LLP, its Partners, and employees shall not be held liable for any trade-related losses or damages stemming from such liquidations.



#### 15. Lien

All client securities, funds, and properties placed with Diamond Hands LLP, permitted by the Exchange(s), are subject to a lien for the payment of all outstanding client liabilities. Diamond Hands LLP reserves the right to withhold, sell, or appropriate these assets at its sole discretion and without prior notice to the client.

#### 16. Deliveries of Shares

Clients must ensure timely transfer of shares to Diamond Hands LLP designated demat account for delivery to the Exchange against sale positions. Transfer deadlines set by SEBI/Exchanges/Diamond Hands LLP must be adhered to. Diamond Hands LLP will not be liable for any losses or damages resulting from delayed transfers due to client oversight.

## 17. Authorization for Inter segment fund balance transfer and stock transfers

The client grants Diamond Hands LLP authorization to transfer debit/credit balances and stocks between different segments of its account as necessary. This transfer will be executed through journal entries managed by Diamond Hands LLP.

#### 18. Non-execution/delay/cancellation of Orders

The client acknowledges and agrees that Diamond Hands LLP or the Exchanges shall not be held liable for non-execution or partial execution of any orders due to various factors beyond their control. These factors include suspension, interruption, or malfunctioning of online and offline trading services, disruptions or congestion of communication networks, hardware or software problems, or failure of electronic trading systems. The client understands that such circumstances are beyond the control of Diamond Hands LLP or the Exchange, and therefore they cannot be held responsible for any resulting non-execution, delay, or cancellation of orders.

## 19. Recording of Conversation

The client understands and accepts that Diamond Hands LLP has the authority to record conversations with the client or the client's representative, whether conducted over the phone or in person, in compliance with SEBI/Exchanges regulations. These recordings may be used as valid evidence and presented before competent authorities either voluntarily or upon request.

## 20. Confidentiality of Client Details

The client grants Diamond Hands LLP permission to disclose their information to individuals or entities as required by law or Broker's Associations in case of disputes for informed decision-making. This includes consent for Diamond Hands LLP to share client-related information with third parties, both within and outside India, for purposes such as marketing initiatives, business proposals, and services availed or to be availed by the client in the future.

## 21. Payments from Third Party Bank Accounts

Diamond Hands LLP reserves the right to reject payments from bank accounts where the client is not the primary account holder. Diamond Hands LLP will not be liable for any losses arising from such refusals. In case a third-party payment is inadvertently accepted, Diamond Hands LLP may reverse the credit and liquidate any open positions or collaterals. Diamond Hands LLP, its Partners, and employees are not responsible for any resulting damages or losses.

## 22. No Cash Transaction

Diamond Hands LLP does not accept funds for pay-in/margin in cash, nor does it allow cash withdrawals or payments. Claims regarding cash payments or deposits made with any Remisier/Employee/Authorized Person of Diamond Hands LLP not be entertained.



#### 23. Proprietary Trades Disclosure by Diamond Hands LLP

Diamond Hands LLP may carry out proprietary trades in addition to trades on behalf of its clients.

## 24. Indemnification

I hereby agree to indemnify Diamond Hands LLP, along with its Partners and employees, from any and all trade-related claims, demands, actions, proceedings, losses, damages, liabilities, charges, and expenses directly or indirectly associated with bad delivery of shares/securities, third-party delivery, whether authorized or unauthorized, and fake/forged/stolen shares/securities/transfer documents introduced or potentially introduced by or through me during my dealings/operations on the Exchange(s). This includes instances pertaining to proof of address, identity, and other supporting documents provided by me at the time of registration and/or subsequently.

## 25. Severance

If any term or condition in this document becomes invalid, illegal, or unenforceable under applicable law, the validity, legality, and enforceability of the remaining provisions shall not be affected.

#### 26. No Waiver

No forbearance, relaxation, or inaction by any party to require performance or discharge of any obligation by the other under this document shall diminish the right of such party to require such performance or discharge at any time. Such actions shall not be considered a waiver of any rights unless specifically agreed in writing.

#### 27. Notices

All notices or communications issued by Diamond Hands LLP shall be served to the Client in any one or more or all of the following ways at the ordinary business address and/or ordinary place of residence and/or last known address of the client:

Diamond Hands LLP will serve all notices or communications to the Client through various methods, including ordinary post, registered post, express delivery post, SMS on registered mobile, telephonic call, affixing it on the door at the last known address, oral communication, advertising in a newspaper, publishing on the website with secured log-in, notice on the Exchange's notice board, electronic mail, fax, hand delivery, courier, or any approved mode of communication. However, communication regarding orders, margins, maintenance calls, and similar matters may be made orally in the ordinary course of dealings between Diamond Hands LLP and the Client.

## 28. Electronic Contract Note (ECN) and Electronic Transmission of Other Documents

Clients agree to receive Electronic Contract Notes (ECN) from Diamond Hands LLP by email, signed digitally, instead of physical copies. They will provide their email addresses for this purpose and are expected to check and confirm the ECNs when received. Any issues or mistakes should be reported to 021 Trade through email or writing within 7 days. If clients have trouble opening the ECNs, alternative methods can be arranged, but not reporting these issues will mean the ECN is considered delivered and viewed. You will receive a contract note from Diamond Hands LLP within 24 hours of each trade. Clients also agree to receive other documents, like Margin Statements and Funds and Securities Statements, electronically by email. Any discrepancies must be reported promptly within 7 days; otherwise, documents will be assumed accurate.

## 29. Electronic Payment Gateway for Net Banking Services:

Diamond Hands LLP offers free access to Electronic Payment Gateways on its trading website for clients to transfer funds from their bank accounts. Diamond Hands LLP is not responsible for Gateway functionality, transaction errors, or security breaches. Clients agree not to involve Diamond Hands LLP in disputes related to Gateway transactions, understanding that Diamond Hands LLP's liability is limited to the received amount via electronic transfer.



## 30. Internet/Wireless Technology-based Trading facility:

Diamond Hands LLP provides Internet and mobile Trading facilities for securities transactions, via Exchange-approved software. Clients can place orders through the Internet/mobile/laptop or other devices using Internet protocol, complying with prescribed formalities. If the client doesn't use the Internet/Wireless Trading Facility for a continuous period (e.g., 3 months), Diamond Hands LLP may deactivate the facility without notice. Reactivation requires compliance with prescribed formalities. Offline orders can still be executed through Diamond Hands LLP. Diamond Hands LLP offers different versions of Internet Trading/Wireless Trading software approved by Exchanges. Clients may be allotted a chosen product version, subject to change by Diamond Hands LLP based on trading activity. Diamond Hands LLP reserves the right to review and delay processing or reject orders if deemed suspicious, as agreed by the client.

## 31. Extra Ordinary Events And Termination/Suspension Of Trading Facility:

Diamond Hands LLP is not liable for losses resulting directly or indirectly from government restrictions, Exchange rulings, technical failures (like system or communication breakdowns), natural disasters, or other conditions beyond its control. This includes non-execution or partial execution of orders due to such events. Diamond Hands LLP may terminate, discontinue, or suspend trading facilities without prior notice in such circumstances.

#### 32. Amendments To The Terms And Conditions:

Any modification to the aforementioned voluntary/non-mandatory clauses will be preceded by a notice period of 15 days. Diamond Hands LLP and the Client understand that none of the voluntary/non-mandatory clauses mentioned above contravene the Rules/Business Rules/Notices/Circulars of Exchanges or SEBI. However, if any clause or part thereof is found to contravene such regulations, it shall be deemed ineffective to the extent of the contravention.

I/We hereby state & confirm that I have read & understood the terms & conditions as mentioned above & agree to abide by the same.

**E**Client Signature



## **Running Account Authorisation**

I am dealing with you as a client in Capital Market and/or Future & Option segment & to facilitate ease of operations and upfront requirement of margin for trade. I authorize you as under:

- 1. I request you to maintain running balance in my account & retain the credit balance in any of my account and to use the unused funds towards my/our margin/pay-in/other future obligation(s) of any segment(s) of any or all the Exchange(s)/Clearing corporation unless I instruct you otherwise.
- 2. I request you to retain securities with you for my margin/pay-in/other future obligation(s) of any segment(s) of any or all the Exchange(s)/Clearing Corporation, unless I instruct you to transfer the same to my account.
- 3. I request you to settle my fund and securities account (choose one option) Monthly Quarterly except the funds given towards collaterals/margin in form of Bank Guarantee and/or Fixed Deposit Receipt.
- 4. In case I have an outstanding obligation on the settlement date, you may retain the requisite securities/funds towards such obligations and may also retain the funds expected to be required to meet margin obligation for next 5 trading days, calculated in the manner specified by the exchanges.
- 5. I confirm that I will notify you in writing of any dispute arising from the statement of account or settlement within 7 working days from the receipt of funds, securities, or related statements, at your registered office.
- 6. I confirm that I may revoke the authority as mentioned above at any time, and this authorization shall remain in effect until such revocation.





## **Declarations**

E-mail Declaration		
We,	having PAN	hereby
declare that my email address is		, and authorize
Diamond Hands LLP to use the same for providing an specified as "Electronic Form" in the account opening f and acknowledge it is my responsibility to notify you o	orm. I declare that the above statemen	
		Ø
		Client Signature
Mobile Declaration		
We,declare that my mobile number isproviding any information, alerts, my trade summary Sand acknowledge it is my responsibility to notify you o	, and authorize Diamond Hands LLP SMS. I declare that the above statemen	to use the same for
		Client Signature
Client Defaulter Declaration		
Wedeclare that I have not been involved in any unlawful a my name appear in any defaulter or debarred databa further affirm that the above declaration/statement is	ctivities, and I have not been declared a ase as per SEBI, various exchanges, or	defaulter, nor does
		<b>Z</b>
		Client Signature



## **Nomination Form**

(To be filled in by individual applying singly or jointly)

To Diamond Hands LLP Mumbai.

Date	UCC
DP ID	Client ID

## **Nomination details:**

I wish to make a nomination and do hereby nominate the following person(s) who shall receive all the assets held in my account in the event of my death.

		e up to three nominees	Details	of	1 <sup>st</sup>	Details	of	2 <sup>nd</sup>	Details	of	3 <sup>rd</sup>		
	account		Nominee			Nominee			Nominee				
1		ominee(s) Mr./Ms.)											
	Share of each	Equally	%			%			%				
2	Nominee					Any odd lot after division shall be transferred to the first nominee							
		specify percentage]	mentione	d in th	e for	m							
3		vith the Applicant											
	(if any)												
	Address of No												
4	City/Place												
	State/Country												
	PIN Code												
5	Mobile/Teleph	none No. of Nominee(s)											
6	Email ID of nor	minee(s)											
7	Nominee Ide												
Sr. Nos	· ·	lled only if nominee(s) is	a minor:										
8	Date of Birth												
9	Name of Guard	Name of Guardian (Mr./Ms.)											
	{in case of min	nor nominee(s)}											
	Address of Gua	ardian(s)											
10	City/Place												
	State/Country												
	Pin Code												
11	Mobile/Teleph	none No. of Guardian											
12	Email ID of Gu	ardian with nominee(s)											
13	Relationship nominee	of Guardian with											
14	Guardian Ide												
						Ø							
Client Name					Signature								