INDICATIVE LIST OF DOCUMENTS REQUIRED

| IN | DIVIDUAL / NRI / PROPRIETARY CONCERN |
|-----------|---|
| | Proof of identity (ANY ONE of valid Passport / Voter ID / Driving License) |
| | Attested copy of valid Income Tax PAN card |
| | Proof of Address (ANY ONE of Passport / Driving License / Ration Card / Latest Utility Bill etc.) |
| | Bank Reference letter (Mentioning Account Number and Type, No. of years of relationship, etc.) |
| | Demat Account Proof (Copy of Client Master issued by the DP / Holding Statement) |
| | 2 Passport-size recent photograph (Please affix in the block provided and sign across) |
| | Power of Attorney duly Notarized (if applicable) |
| | RBI Permission copy (for NRIs if applicable) |
| | Income Proof (Audited financials / Net-worth certificate / IT Return copy / Salary Slip / Bank Statements for last 6 months – whichever is applicable) to be provided initially & thereafter, yearly |
| | Client's Sign |
| <u>CC</u> | DRPORATE / PARTNERSHIP FIRM / TRUSTS / HUF /OTHER NON-INDIVIDUAL ENTITIES |
| | (In addition to the above documents which are required with respect to the Individual(s) controlling / acting or behalf of the non-individual client-entity, some of the following additional documents in respect of the non-individual entity may also be required) |
| | Income Tax PAN card / Income Tax Return |
| | Copy of Incorporation certificate |
| | Copy of the Memorandum and Articles of Association in case of a Company / body incorporate / (Partnership Deed in case of a partnership firm / Trust Deed in case of Trust) |
| | Bank Reference letter (Mentioning Account Number and Type, No. of years of relationship, etc.) |
| | Demat Account Proof (Copy of Client Master issued by DP / Holding Statement) |
| | Copy of RBI Permission (FDI / FCTRC etc.) |
| | Copies of audited financials for the last 2 financial years (Copy of the latest audited financials to be submitted every year) |
| | Copy of latest share holding pattern including list of all those holding more than 5% in the share capital of the company, duly certified by the company secretary / Whole-time director / MD. (copy of updated shareholding pattern to be submitted every year) |
| | Copy of the Resolution of the board of Directors approving participation in equity / derivative trading and account opening authorization and naming authorized persons for dealing in securities. |
| | List of Directors and Member of HUF/ Partner of Partnership / List of trustee with their residence address alongwith PAN. |
| | Attested Pan card copy of Directors / Authorized Persons / Partners / Trustees / Karta of HUF |
| | Valid proof of address required for Directors / Authorized person / Trustees / Proprietor / Partner / Karta of HUF. |
| | Company address proof (any utility bill, telephone bill, society receipt). |
| | Photographs of Partners/Whole time directors, individual promoters holding 5% or more, either directly of indirectly, in the shareholding of the company and of persons authorised to deal in securities. |
| | Client's Sign |
| | As per the SEBI Circular Ref. No. MRD/DOP/SE/Cir-22/06 dated 18/12/2006 regarding the exclusive e-mail ID for redressal of Investor Complaints, please note that the same is E-mail:complaints@khambattasecurities.com |

Proprietary-trading Disclosure: This has reference to circular no. SEBI/MRD/SE/CIR.-42/2003 dated November 19, 2003 as mandated by the SEBI and / or the Exchange(s), the stock broker hereby makes disclosure to the client that the stock broker may, from time-to-time, make investments in securities with a view to deploy its own surplus funds on its own proprietary account without any specific intimation to the client in this regard.

COMPLIANCE WITH THE PREVENTION OF MONEY-LAUNDERING ACT (PMLA), 2002, AS AMENDED TILL DATE AND THE RULES, REGULATION AND GUIDELINES FRAMED THEREUNDER:

- a) The client confirms that all the information which may be required by the stock broker to enable it to comply with the provisions of the PMLA and the rules, regulations and guidelines framed thereunder has been disclosed including issues related to "beneficial ownership", if any and also undertakes to provide the same on an ongoing basis whenever required.
- b) The client agrees to keep the stock broker informed of any change in the information provided earlier in this regard immediately in writing.

| Client's Sign | | |
|---------------|--|--|

Khambatta Securities Limited

Cash Segment (Trading cum cleraing Member)

BOMBAY STOCK EXCHANGE LTD. SEBI No.: INB010977538 NATIONAL STOCK EXCHANGE OF INDIA LTD. SEBI No.: INB230977531

Future & Options & Currency Derivatives Segment (Trading Member)

BOMBAY STOCK EXCHANGE LTD.

SEBI No.: INF010977538 NATIONAL STOCK EXCHANGE OF INDIA LTD. (FO) SEBI No.: INF230977531 NATIONAL STOCK EXCHANGE OF INDIA LTD. (CD) SEBI No.: INE230977531

#1 Ground Floor, 7/10, Botawala Building, 9 Bank Street, Horniman Circle, Fort, Mumbai - 400 001. INDIA

Tel.: Accounts - 66413344, Dealing - 66413333, Back Office & DP - 66413366 Fax: 66413337 E-mail: stockman@bom3.vsnl.net.in; ksl0599@yahoo.co.in

Mandatory Document - 1

Individual

Please affix your photograph and sign on photograph

ACCOUNT OPENING FORM

(As per SEBI Circular No. SEBI/MIRSD/DPS-1/Cir/2004 Dt. 26th August, 2004)

| I. PERSONAL DETAILS | S (Please w | rite in capitals) |) | |
|---------------------------|---------------|--------------------|-------------------------------|---|
| Mr. / Mrs. / Ms.: | | | | |
| | First | Name | Middle Name | Surname |
| Name of Father / Spouse: | | | | |
| Gender: | ☐ Male | ☐ Female | Date of Birth: | // |
| Marital Status: | ☐ Married | Single | | |
| Residential Address: | | | | |
| | City | | Pin | |
| | State | | | |
| | Tel | | Mobile | |
| | Fax: | | | |
| | Nationality | У | | |
| Correspondence Address: | | | | |
| | City | | Pin | |
| | State | | Country | |
| | Tel | | Mobile | |
| | Fax: | | e-mail: | |
| | Nationality | У | | |
| Residential Status Indian | NRI / Othe | ers | | |
| Qualification: | ☐ Gradua | te 🛭 Post Gra | duate Professional (Spec | rify) |
| | ☐ Others | (Specify) | | |
| II. BANK AND DEPOS | ITORY AC | COUNT DETA | AILS | |
| A. Bank Details | | | shall takes place) | |
| | (In case you | wish to transact t | hrough more than one Bank A/c | e. Please attach the list of the same.) |
| Name of the Bank | | | | |
| Branch and Address | | | | |
| | | | | |
| A NY . 1 | Tel. | | D + SA / O : | |
| Account Number | | | Date of A/c Opening | |
| Tppe of Account | | □ NRI □ Ot | | |
| | | | <u> </u> | bank ref. letter should be submitted.) |
| | your Bank cei | rurying the afore | | which this Account is operational. |
| MICR No.: | | | IFSC Code: | |

| B. Depository Participan (DP) Details | | | | | lease attach the list of the same). |
|--|-------------|----------------|-----------------|--|--|
| Name of DP | (III cuse | you wish to t | runsuet un ougi | more than one D1 71/c. 1 | rease account the fist of the same, |
| Address of DP | | | | | |
| radiess of Di | | | | | |
| DP ID | □ CD | SL 🗆 NSC | L ID No. | | |
| Client Beneficiary ID | | | | | |
| | | copy of cli | ent master iss | ued by DP / Latest Hole | ding Statement |
| III. OCCUPATION DET | | | | | |
| Occupation (Tick whichever is | | | | | ☐ Profession |
| applicable) | □ Broke | er with any o | other Stock Ex |) change | ☐ Sub Broker |
| If Employed | _ Dione | or writing the | THE STOCK L | ionango | _ Suo Broker |
| Name of Employer | | | | | |
| Designation | | | | | |
| Office Address | | | | | |
| | | | | | |
| | City | | | Pin | |
| | State | | | Country | |
| | Tel | | | Fax | |
| | Mobile | | | e-mail: | |
| If Self Employed / Busine | ss /Profes | sional / Othe | ers | | |
| Name of Establishment | | | | | |
| Designation | | | | | |
| Office Address | | | | | |
| _ | - C' | | | D' | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | e-mail: | |
| IV. FINANCIAL DETAI | LS Roles | x 1 loc | 1.5 Lace D | 5 10 Loos D 10 25 L | acs 25 Lacs & above |
| Income Range per Annum: | | | | nitially & thereafter on | |
| PAN | | | | | |
| ®(Provide attested copy o | f PAN Ca | rd) | | Client's Sign 🖾 _ | |
| V. INVESTMENT / TRA | DINGE | XPERIENC | Œ | · | |
| No. Prior Experience | | Yrs | in stock | _ Yrs in Derivati | ves |
| | | Yrs in | n Currency Fut | ures Yrs in o | other Investment related fields |
| Market Segments you wis | h to trade | ☐ Equity | ☐ Derivat | ives | |
| Are you registered with any | | | | ☐ Yes ☐ No | |
| If yes, Name of Broker(s) / Su | | | Broker (b). | | |
| Name of the Exchange | U DIORCI(S) | <u> </u> | | | |
| | | | | | Client's Sign |
| Client Code | | | | | Chefit's Sign |
| 1 | - | | _ | BI / any other authorit applicable provide de | y for violation of securities tails separately) |

VII. INTRODUCER (to be completed by Stock Broker) M/s. KHAMBATTA SECURITIES LIMITED

Introduction: Introduced by another constituent / director or employee of trading member / any other person (please specify) Please provide proof of address & Identity of the introducer.

| Name of the Introducer: | | | |
|--|----------------------------------|--|---|
| | First Name | Middle Name | Surname |
| Identity of the introducer (| (Existing Client / Employee c | ode in case of Stock Brol | ker Employee): |
| PAN: | | | |
| Address: | | | |
| | | | |
| | | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | |
| | | Intro | oducer Sign |
| In-person verification done | e by Stock Broker. : (To be co | mpleted by Stock Broker | •) |
| Name of employee | | | |
| Designation | | | |
| Date of In-person Verification | | | |
| | | right (| |
| Employee's Signature | | | Authorised Person |
| VIII. NOMINATION | | | |
| Name of Nominee | | | |
| Relationship with client | | | |
| Address of the Nominee | | | |
| | | | |
| IX. OTHER DETAILS | | | |
| Purpose & intended nature of the business relationship | | | |
| (as per PMLA requirements | | | |
| Account settlement (as per SEBI requirements) | Onc | ce in a month / Once in a | quarter |
| X. TRADING PREFERE | NCE | | |
| Stock Exchange on which y NSE | you wish in trade : (Please tick | k in the relevant boxes) BSE | |
| (Please sign | | ` |) |
| Market Segment on which your Cash Market | you wish in trade : (Please tic | k in the relevant boxes) Cash Market | |
| (Please sign |) | |) |
| ☐ Derivative Market | | ☐ Derivative Market | |
| (Please sign |) | (Please sign |) |
| and belief and I/We underta | ke to inform you of any chang | ges therein immediately. I | to the best of my/our knowledge in case any of the above informa |
| liable for it. | intrue or misleading or misre | presenting 1/ we are awar | re that I/We, am/are shall be held |
| re constant of the constant of | | | |
| (Signature of the Individua | l Constituent) | | |
| Date: | | | |
| Place: | | | |

BROKERAGE SLABS:

| BSE | | | | | | |
|----------|------------|-------|---------|-----------|------------|-------|
| | OVERA | ALL | | SCRIPWISE | | |
| C.M. | Percentage | Paise | Minimum | Scrip | Percentage | Paise |
| Trading | | | | | | |
| Same Day | | | | | | |
| Delivery | | | | | | |
| Odd Lot | | | | | | |

BROKERAGE SLABS:

| NSE | | | | | | |
|----------|------------|-------|---------|-----------|------------|-------|
| | OVERA | LL | | SCRIPWISE | | |
| C.M. | Percentage | Paise | Minimum | Scrip | Percentage | Paise |
| Trading | | | | | | |
| Same Day | | | | | | |
| Delivery | | | | | | |
| Odd Lot | | | | | | |

| Prepared by : | Client's Signature : |
|-----------------|----------------------|
| Authorised by : | Name : |
| | Designation: |

Khambatta Securities Limited

Cash Segment (Trading cum cleraing Member)

BOMBAY STOCK EXCHANGE LTD. SEBI No. : INB010977538 NATIONAL STOCK EXCHANGE OF INDIA LTD. SEBI No. : INB230977531

Future & Options & Currency Derivatives Segment (Trading Member)

BOMBAY STOCK EXCHANGE LTD. SEBI No.: INF010977538 NATIONAL STOCK EXCHANGE OF INDIA LTD. (FO) SEBI No.: INF230977531 NATIONAL STOCK EXCHANGE OF INDIA LTD. (CD) SEBI No.: INE230977531

#1 Ground Floor, 7/10, Botawala Building, 9 Bank Street, Horniman Circle, Fort, Mumbai - 400 001. INDIA

Tel.: Accounts - 66413344, Dealing - 66413333, Back Office & DP - 66413366 Fax: 66413337 E-mail: stockman@bom3.vsnl.net.in; ksl0599@yahoo.co.in

Mandatory Document - 2

Non-Individual

Please affix your photograph and sign on photograph

ACCOUNT OPENING FORM

(As per SEBI Circular No. SEBI/MIRSD/DPS-1/Cir/2004 Dt. 26th August, 2004)

| I. | BA | SIC | | NF(| OR | \mathbf{M} | \mathbf{A} | $\Gamma \mathbf{I}$ | О | N | I |
|----|----|-----|--|-----|----|--------------|--------------|---------------------|---|---|---|
|----|----|-----|--|-----|----|--------------|--------------|---------------------|---|---|---|

| Name of the Company/ Firm | | |
|--|----------|-------------|
| | | |
| Registered Office Address | | |
| | | |
| | City | Pin |
| | State | Country |
| | Tel | Fax |
| | Mobile | e-mail: |
| Address for Correspondence | : | |
| | | |
| | City | Pin |
| | State | Country |
| | | Fax |
| | Mobile | e-mail: |
| Date of Incorporation/Form | nation | |
| Date of Commencement of | Business | |
| Nature of Business | | |
| Registration Number (With SEBI / any Gov. Aut List of subsidiaries and/or other Group entities. (as defined under The Com as amended till date) | any | |

II. DETAILS OF THE MANAGERIAL PERSONNEL: (Attach separate sheet if required)

| Name of the Promoters/Pa | artner/Karta (Separate annexure A to be su | bmitted in respect of each) |
|--------------------------|--|-----------------------------|
| Name: | | |
| | | |
| Residential Address: | | |
| | | |
| | City: | Pin: |
| | State: | Country: |
| | PAN: | DOB: |
| Office Address | | |
| | | |
| | City | Pin |
| | State | Country |

| 1. Name: | | | |
|-----------------------|----------------------------------|--------------------------------|--|
| Residential Address: | | | |
| Residential Address. | | | |
| | City: | Pin: | |
| | State: | Country: | |
| | PAN: | DOB: | |
| Office Address | | | |
| | | | |
| | City: | Pin: | |
| | State: | Country: | |
| 2. Name: | | | |
| Residential Address: | | | |
| | | | |
| | City: | Pin: | |
| | State: | Country: | |
| | PAN: | DOB: | |
| Office Address | | | |
| | | | |
| | City: | Pin: | |
| | State: | Country: | |
| | esidential address (If required) | red provide in separate sheet) | |
| 1. Name: | | | |
| Designation Address: | | | |
| Address. | | | |
| | City: | Pin: | |
| | State: | Country: | |
| | | | |
| 2. Name: | | | |
| Designation | PAN: | DOB: | |
| | | | |
| Address: | | | |
| Address: | | | |
| Address: | PAN: | DOB: | |
| Address: | PAN: City: | DOB: Pin: | |
| Address: | PAN: City: State: | DOB: Pin: Country: | |
| Address: 3. Name: | PAN: City: | DOB: Pin: | |
| 3. Name: | PAN: City: State: | DOB: Pin: Country: | |
| | PAN: City: State: | DOB: Pin: Country: | |
| 3. Name: Designation | PAN: City: State: | DOB: Pin: Country: | |
| 3. Name: Designation | PAN: City: State: | DOB: Pin: Country: | |

Name of the whole time directors (Separate annexure A to be submitted in respect of each) (Attach seperate sheet if required)

DOB:

PAN:

| 4. Name: | | | | |
|--|--|--|--|--|
| Designation | | | | |
| Address: | | | | |
| | | | | |
| | City: Pin: | | | |
| | State: Country: | | | |
| | PAN: DOB: | | | |
| 5. Name: | | | | |
| Designation | | | | |
| Address: | | | | |
| | | | | |
| | City: Pin: | | | |
| | State: Country: | | | |
| | PAN: DOB: | | | |
| of securities laws / (| other economic offence during last 3 years. (If applicable provide details separately). | | | |
| V. BANK AND DEPOS | SITORY ACCOUNT DETAILS | | | |
| A. Bank Details | (through which transaction shall takes place) (In case you wish to transact through more than one Bank A/c. Please attach the list of the same.) | | | |
| Name of the Bank | | | | |
| Branch and Address | | | | |
| | | | | |
| | Tel. | | | |
| Account Number | Date of A/c Opening | | | |
| Tppe of Account | ☐ Saving ☐ NRI ☐ Others (Specify) | | | |
| (Copy of a cancelled Cheque | leaf / pass book / bank statement containing name of the constituent / bank ref. letter should be submitted.) | | | |
| Please submit a letter from | your Bank certifying the aforesaid Account and the period for which this Account is operationa | | | |
| MICR No.: | IFSC Code: | | | |
| B. Depository Particip (DP) Details | | | | |
| Name of DP | | | | |
| Address of DP | | | | |
| DDID | | | | |
| DP ID | □ CDSL □ NSDL ID No. | | | |
| Client Beneficiary ID | | | | |
| | Attach copy of client master issued by DP / Latest Holding Statement | | | |
| IV. FINANCIAL DET | | | | |
| Income Range per Annum | : ☐ Below 1 lac ☐ 1-5 Lacs ☐ 5-10 Lacs ☐ 10-25 Lacs ☐ 25 Lacs & above (Income Proof : To be provided initially & thereafter on yearly basis) | | | |
| | Client's Sign 🖾 | | | |
| PAN | f DAN (Cond) | | | |
| (Provide attested copy of | I FAIN CAIU) | | | |

VII. GENERAL INFORMATION

| Investment / Trading Exp | erience | Yrs | in stock | | Yrs in | n Derivativ | es |
|---|------------------------|-------------------|-----------------|-------------|----------|--------------|--|
| | | Yrs i | n Currency F | utures _ | | Yrs in ot | her Investment related fields |
| Market Segments you wis | ☐ Equity ☐ Derivatives | | | | | | |
| Name & Tel. No. of Contract Person | | Tel. No. | | | | | |
| Contact Person e-mail | | | | | | | |
| Are you registered with ar | y other Br | oker (s) / Sub | Broker (s): | ☐ Yes | 1 | No | Client's Sign |
| If registered with multipl | e members | s, provide de | tails of all (a | ttach sep | parate a | annexure) | |
| If yes, Name of Broker(s) / Su | b Broker(s) | | | | | | |
| Client Code | | | | | | | |
| Name of the Exchange | | | | | | | |
| Preferred mode of Comm | unication | ☐ E-mail | ☐ Phone Ca | ılı 🗆 P | ostal (| Dispatch of | f delivery of contract) |
| VII. INTRODUCER (to Introduction: Introduced by a Please provide proof of a | another cons | stituent / direct | tor or employe | e of tradir | | | CURITIES LIMITED ner person (please specify) |
| Name of the Introducer: | | | | | | | |
| | | First Nan | ne | Mic | ldle Na | ame | Surname |
| Identity of the introduce | r (Fyisting | Clinet / Fm | nlovee code | | | | |
| - | | | | | | | |
| PAN: | | | | | | | |
| Address: | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | Introduce | r Sign |
| | | | | | | | |
| In-person verification do | ne by Stoc | k Broker : (7 | To be comple | eted by S | tock B | roker) | |
| Name of employee | | | | | | | |
| Designation | | | | | | | |
| Date of In-person Verification | | | | | | | |
| | | | | | | rg (| |
| Employee's Signature | | | | | | | Authorised Person |
| IX. OTHER DETAILS | <u> </u> | | | | | <u> </u> | |
| Purpose & intended nature of the business relationshi (as per PMLA requirement | р — | | | | | | |
| Account settlement (as possible SEBI requirements) | | | Once in | a month | / Onc | e in a quart | er |

| | PREFERENCE | | | | | |
|--------------------|-------------------|---------------|-------------------|----------------------------------|--|----------------|
| Stock Exchang NSE | ge on which you v | vish in trade | | n the relevant boxes BSE | s) | |
| | | | | | |) |
| | nt on which you | | e: (Please tick i | n the relevant boxe Cash Market | | , |
| (Please sign | | |) (| Please sign | |) |
| ☐ Derivative | | | | ☐ Derivative Mar | | |
| (Please sign | | |) (| Please sign | ••••• |) |
| and belief and | I/We undertake to | inform you | of any changes | therein immediatel | y. In case any of the ware that I/We, am/a | above informa- |
| | | | | | | |
| (Signature of | the Individual Co | nstituent) | | | | |
| Name : | | | | | | |
| Date: | | | | | | |
| | | | | | | |
| BROKERAG | E SLABS : | | | | | |
| BSE | | | | | | |
| | OVER | ALL | | | SCRIPWISE | |
| C.M. | Percentage | Paise | Minimum | Scrip | Percentage | Paise |
| Trading | | | | | | |
| Same Day | | | | | | |
| Delivery | | | | | | |
| Odd Lot | | | | | | |
| BROKERAG | E SLABS : | | | | | |
| NSE | 07777 | | | T | | |
| C.M. | OVER. Percentage | ALL Paise | Minimum | Scrip | SCRIPWISE Percentage | Paise |
| Trading | Tercentage | 1 alse | William | Scrip | Tercentage | 1 alse |
| Same Day | + | | | | | |
| | + | | | | | |
| Delivery | + | | | | | |
| Odd Lot | 1 | <u> </u> | | | | |
| Prepared by:_ | | | Clien | t's Signature : | | |
| Authorised by | : | | Name | : | | |

Designation : _

ANNEXURE FOR NATURAL PERSONS

| | | | In case not an existing client | | |
|--------------------|---|-----------------------------------|--|---------------------|--|
| Name of the Person | Designation/ Relationship with the Client | If existing client of member, UCC | Identity details (PAN no./ DIN no./ other officially valid documents) # | Residential Address | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Client's Signature : 🖾

| # | Kindly | enclose | documentary | proof |
|---|--------|---------|-------------|-------|
| | | | | |

• Kindly provide the details of the following persons above:

In case of Body Corporate

Persons holding more than 5% of the shareholding directly or indirectly

All the Directors

Persons authorised to transact on behalf of the company

• <u>In case of Partnership firms/ LLPs</u>

All the partners

Persons authorised to transact on behalf of the firm

• In case of HUF

Karta

All other co-parceners

Persons authorised to transact on behalf of the HUF

• In case of Association of Persons (AOP)/ Body of Individual (BOI)

Members of the Managing Body (by whatever name called)

Persons authorised to transact on behalf of the AOP/BOI

• In case of Trustes

All the Trustees

All persons authorised to transact on behalf of the Trust

• In all other cases

All persons authorised to transact on behalf of the client/main managerial personnel

AGREEMENT BETWEEN STOCK BROKER AND THE CLIENT (As per Annexure 2 annexed to The SEBI Circular Ref. No. SEBI/MIRSD/DPS-1/Cir-31/2004 dated August 26, 2004)

| This agreement is made and executed at Mumbai this 20 between M/s. KHAMBATTA SECURITI | |
|--|---|
| to as "the Stock Broker" a body corporate, registered/incorporate, registered/ | · · |
| Companies Act, 1956, being a member of the Bombay S | Stock Exchange Ltd., (hereinafter |
| called "the Exchange"), and having its registered office | |
| Botawala Building, 9 Bank Street, Hornim | <u>ıan Circle, Fort, Mumbai -</u> |
| 400 001. INDIA (hereinafter called "the stock broker") | |
| nant to the context or meaning thereof, be deemed to mean | * • |
| clearing/trading member while trading in the derivatives segn | |
| tors and legal representatives/the survivor or survivors of th | <u>-</u> |
| tors, administrators and legal representatives/its successors, And | as the case may be, of the One Part, |
| | |
| Mr./Ms/M/sindividual/a sole proprietary concern/a partnership firm/a bod | an ly corporate, registered/incorporated |
| under the provisions of the Indian Partnership Act, 1932/the her/its residence/ registered office situated at | e Companies Act, 1956, having his/ |
| | |
| (hereinafter referred to as "the Client") which expression sha | ull, unless repugnant to the context or |
| meaning thereof, be deemed to mean and include his/her legal representatives/the partners for the time being of the sa them and their respective heirs, executors, administrators and as the case may be, of the Other Part; | heirs, executors, administrators and aid firm, the survivor or survivors of |
| WHEREAS | |
| The stock broker is registered as a member of the BSE Ltd . | , with |
| Cash Segment SEBI Registration No: INB <u>0109775</u> | 38 |
| Derivative Segment SEBI Registration No: INF <u>0109</u> | 77538 |
| Currency Derivative Segment SEBI Registration No: IN | TE |
| The Client is desirous of investing/trading in those securities the Exchange as defined in the Rules, Bye-laws and Regula from time to time. | |
| The Client has satisfied himself/herself/itself of the capacity derivatives contracts and wishes to execute its orders through continue to satisfy himself/herself/itself of such capability o stock broker. | the stock broker and the Client shall from time to time |
| The stock broker has satisfied and shall continuously satisfy cial soundness of the Client and investment objectives relev | |
| The stock broker has taken steps and shall take steps to ma broker's liability for business to be conducted, including any stock broker acts. | |
| Khambatta Securities Limited | |
| | |
| Director / Authorised Signatory | Client's Sign |

The stock broker and the Client agree to be bound by all the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERSTANDING AS SET FORTH IN THIS AGREEMENT, THE PARTIES THERETO HAVE AGREED TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. The Client agrees to immediately notify the stock broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker at the time of opening of the account or at any time thereafter.
- 2. The stock broker declares that it has brought the contents of the Risk Disclosure Document (Enclosure "A") to the notice of Client and made it aware of the significance of the said document. The Client agrees that:
 - a. He / She / It has read and understood the risks involved in trading on a Stock Exchange.
 - b. He / She / It shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the Client to understand the risk involved shall not render a contract as void or voidable and the Client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the Client chose to trade.
 - d. He / She / It is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Stock Broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the Client trades. The Stock Broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the Client shall be obliged to pay such margins within the stipulated time.
 - e. Payment of margins by the Client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the Client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
- 3. The Client agrees to pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that the stock broker renders to the Client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant Stock Exchange/SEBI.
- 4. The Client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
- 5. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the Client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the Client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the Client.
- 6. The stock broker agrees that the money/securities deposited by the Client shall be kept in a separate account, distinct from his/its/hers own account or account of any other Client and shall not be used by the stock broker for itself or for any other Client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/guidelines/Exchanges Rules/Regulations/Bye-laws and circulars.
- 7. The Client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him / her / it or if any litigation which may have material bearing on his / her / its capacity has been filed against him / her / it.
- 8. The stock broker agrees to inform the Client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the Client to comply with such schedules/procedures of the relevant stock exchange.
- 9. In the event of death or insolvency of the Client or his / her / its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the Client has ordered to be bought or sold, The stock

Khambatta Securities Limited

| Client's Sign_ | | |
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broker may close out the transaction of the Client and claim losses, if any, against the estate of the Client. The Client or his successors, heirs and assigns shall make good the losses, if any, or the stock broker arising these from or be entitled to any surplus from the stock broker which may result there from.

- 10. The stock broker agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the client.
- 11. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by it in such connection from the client.
- 12. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom it may have had transactions in securities.
- 13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
- 14. The stock broker hereby agrees that he shall ensure fast settlement of any arbitration proceedings arising out of the transactions entered into between it and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
- 15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant Stock Exchange(s). In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/promoter(s)/Partner(s)/proprietor as the case may be, shall also be communicated to the relevant Stock Exchange(s).
- 16. The stock broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
- 17. The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003 and any amendments made thereto.
- 18. The stock broker and the client declare and agree that all the transactions executed by stock broker on behalf of the client on the Exchange are subject to Rules, Bye-laws and Regulations and circulars issued thereunder by the Exchange from and all parties to such trades shall have submitted to the jurisdiction of such court as may be specified by the Rules, Bye-laws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Bye-laws and Regulations of the Exchange and the circulars issued thereunder.
- 19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
- 20. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
- 21. This agreement shall forthwith terminate; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, resignation or expulsion or if the certificate issued by the Board is cancelled.
- 22. The stock broker and the client are entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other party. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his/her/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
- 23. In addition to the specific rights set out in this Agreement, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
- 24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder.

Khambatta Securities Limited

| Client's Sign_ | | |
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- 25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye-laws of the relevant Stock Exchange that may be in force from time to time.
- 26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it 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/her/its client to any person or authority with the express permission of the client.

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

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

ENCLOSURES FORMING PART OF THIS AGREEMENT BETWEEN THE STOCK BROKER AND THE CLIENT:

a) Risk Disclosure Document (RDD) as per Annesure-4 annexed to The SEBI Circular Ref. No. SEBI/MIRSD/DPS-I/Cir-31/2004 dated August 26, 2004.

| Clie | ent Name : | | M/s. | KHAMBATTA SECURITI | ES LIMITED |
|------|---------------------------|-----------|-------|---------------------------|------------|
| rs | | | | | |
| Clie | ent's Sign: | | Direc | ctor/Authorised Signatory | |
| | | Γ | | | T |
| | Name & Address of Witness | Signature | | Name & Address of Witness | Signature |
| 1. | | | 1. | | |
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| 2. | | | 2. | | |
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Note: All references to the specific quantity / rate / fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between the parties.

AGREEMENT BETWEEN STOCK BROKER AND THE CLIENT (As per Annexure 2 annexed to The SEBI Circular Ref. No. SEBI/MIRSD/DPS-1/Cir-31/2004 dated August 26, 2004)

| This agreement is made and executed at Mumbai this | nereinafter referred e provisions of the India Ltd., (here- nd Floor, 7/10, ort, Mumbai - shall, unless repug- in the capacity of a ecutors, administra- ective heirs, execu- e, of the One Part; an |
|--|---|
| rated, under the provisions of the Indian Partnership Act, 1932/the Companies his/her/its residence/ registered office situated at | Act, 1956, having |
| (hereinafter referred to as "the Client") which expression shall, unless repugna meaning thereof, be deemed to mean and include his/her heirs, executors, a legal representatives/the partners for the time being of the said firm, the survivithem and their respective heirs, executors, administrators and legal represensors, as the case may be, of the Other Part; | administrators and vor or survivors of |
| WHEREAS | |
| The stock broker is registered as a member of the NSE Ltd. , with | |
| Cash Segment SEBI Registration No: INB 230977531 | |
| Derivative Segment SEBI Registration No: INF 230977531 | |
| Currency Derivative Segment SEBI Registration No: INE <u>2309775</u> | 31 |
| The Client is desirous of investing/trading in those securities/ contracts/other the Exchange as defined in the Rules, Bye-laws and Regulations of the Exch from time to time. | |
| The Client has satisfied himself/herself/itself of the capacity of the stock brokederivatives contracts and wishes to execute its orders through the stock broker continue to satisfy himself/herself/itself of such capability of the stock broker stock broker. | and the Client shall from time to time |
| The stock broker has satisfied and shall continuously satisfy himself/herself/its cial soundness of the Client and investment objectives relevant to the services | |
| The stock broker has taken steps and shall take steps to make the Client awa broker's liability for business to be conducted, including any limitations, the listock broker acts. | |
| Khambatta Securities Limited | |
| •••> | |
| Director / Authorised Signatory Client's | Sign |

The stock broker and the Client agree to be bound by all the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERSTANDING AS SET FORTH IN THIS AGREEMENT, THE PARTIES THERETO HAVE AGREED TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. The Client agrees to immediately notify the stock broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker at the time of opening of the account or at any time thereafter.
- 2. The stock broker declares that it has brought the contents of the Risk Disclosure Document (Enclosure "A") to the notice of Client and made it aware of the significance of the said document. The Client agrees that:
 - a. He / She / It has read and understood the risks involved in trading on a Stock Exchange.
 - b. He / She / It shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the Client to understand the risk involved shall not render a contract as void or voidable and the Client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the Client chose to trade.
 - d. He / She / It is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Stock Broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the Client trades. The Stock Broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the Client shall be obliged to pay such margins within the stipulated time.
 - e. Payment of margins by the Client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the Client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
- 3. The Client agrees to pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that the stock broker renders to the Client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant Stock Exchange/SEBI.
- 4. The Client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
- 5. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the Client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the Client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the Client.
- 6. The stock broker agrees that the money/securities deposited by the Client shall be kept in a separate account, distinct from his/its/hers own account or account of any other Client and shall not be used by the stock broker for itself or for any other Client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/guidelines/Exchanges Rules/Regulations/Bye-laws and circulars.
- 7. The Client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him / her / it or if any litigation which may have material bearing on his / her / its capacity has been filed against him / her / it.
- 8. The stock broker agrees to inform the Client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the Client to comply with such schedules/procedures of the relevant stock exchange.
- 9. In the event of death or insolvency of the Client or his / her / its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the Client has ordered to be bought or sold, The stock

Khambatta Securities Limited

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broker may close out the transaction of the Client and claim losses, if any, against the estate of the Client. The Client or his successors, heirs and assigns shall make good the losses, if any, or the stock broker arising these from or be entitled to any surplus from the stock broker which may result there from.

- 10. The stock broker agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the client.
- 11. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by it in such connection from the client.
- 12. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom it may have had transactions in securities.
- 13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
- 14. The stock broker hereby agrees that he shall ensure fast settlement of any arbitration proceedings arising out of the transactions entered into between it and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
- 15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant Stock Exchange(s). In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/promoter(s)/Partner(s)/proprietor as the case may be, shall also be communicated to the relevant Stock Exchange(s).
- 16. The stock broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
- 17. The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003 and any amendments made thereto.
- 18. The stock broker and the client declare and agree that all the transactions executed by stock broker on behalf of the client on the Exchange are subject to Rules, Bye-laws and Regulations and circulars issued thereunder by the Exchange from and all parties to such trades shall have submitted to the jurisdiction of such court as may be specified by the Rules, Bye-laws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Bye-laws and Regulations of the Exchange and the circulars issued thereunder.
- 19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
- 20. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
- 21. This agreement shall forthwith terminate; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, resignation or expulsion or if the certificate issued by the Board is cancelled.
- 22. The stock broker and the client are entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other party. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his/her/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
- 23. In addition to the specific rights set out in this Agreement, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
- 24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder.

Khambatta Securities Limited

| Client's Sign_ | | |
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- 25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye-laws of the relevant Stock Exchange that may be in force from time to time.
- 26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it 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/her/its client to any person or authority with the express permission of the client.

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

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

ENCLOSURES FORMING PART OF THIS AGREEMENT BETWEEN THE STOCK BROKER AND THE CLIENT:

 Risk Disclosure Document (RDD) as per Annesure-4 annexed to The SEBI Circular Ref. No. SEBI/MIRSD/ DPS-I/Cir-31/2004 dated August 26, 2004.

| Clie | ent Name: | | M/s. | KHAMBATTA SECURITII | ES LIMITED |
|----------------|---------------------------|-------------------------------|------|---------------------------|------------|
| rg- | | | | | |
| Client's Sign: | | Director/Authorised Signatory | | | |
| | Name & Address of Witness | Signature | | Name & Address of Witness | Signature |
| 1. | | | 1. | | |
| 2. | | | 2. | | |

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

BSE/NSE

ANNEXURE 4

COMBINED RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET/CASH SEGMENT FUTURES & OPTIONS SEGMENT AND CURRENCY DERIVATIVES SEGMENT

This document is issued by the member of the National Stock Exchange of India (hereinafter referred to as "NSE") / Bombay Stock Exchange Ltd. (hereinafter referred to as "BSE") which has been formulated by the Exchanges in coordination with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") and contains important information on trading in Equities, F&O and Currency Derivatives Segments of NSE / BSE. All prospective constituents should read this document before trading on Capital Market/Cash Segment, F&O and Derivatives segment of the Exchanges.

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

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

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

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

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

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

1. BASIC RISKS INVOLVED IN TRADING ON THE STOCK EXCHANGE (EQUITY AND OTHER INSTRUMENTS)

- 1.1. **Risk of Higher Volatility:** Volatility refers to the dynamic changes in price that securities undergo when trading activity continues on the Stock Exchange. Generally, higher the volatility of a security/contract, greater is its price swings. There may be normally greater volatility in thinly traded securities/contracts than in active securities/contracts. As a result of volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in notional or real losses.
- 1.2. **Risk of Lower Liquidity:** Liquidity refers to the ability of market participants to buy and/or sell securities / contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities /contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities/contracts purchased or sold. There may be a risk of lower liquidity in

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some securities/contracts as compared to active securities / contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

- 1.2.1. Buying/selling without intention of giving and/or taking delivery of a security/buying/selling Currency Derivatives contract as part of a day trading strategy, may also result into losses, because in such a situation, stocks may have to be sold/purchased at a low/high prices, compared to the expected price levels, so as not to have any obligation to deliver/receive a security/open position.
- 1.3. **Risk of Wider Spreads:** Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a security and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid securities / contracts / Currency Derivatives contract. This in turn will hamper better price formation.
- 1.4. **Risk-reducing orders:** Most Exchanges have a facility for investors to place "limit orders", "stop loss orders" etc". The placing of such orders (e.g., "stop loss" orders, or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.
 - 1.4.1. A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security/contract/Currency 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 / contract/ Currency Derivatives contract, and such order gets activated if and when the stock / contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the stock/ contract/ Currency 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 stock / contract/ Currency 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:** Issuers make news announcements that may impact the price of the securities / contracts / Currency Derivatives contract. These announcements may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.
- 1.6. **Risk of Rumours:** Rumours about companies/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 rumours.
- 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 due to any action on account of unusual trading activity or stock/ contract/ Currency Derivatives contract hitting circuit filters or for any other reason.
- 1.8. **System/Network Congestion:** Trading on NSE/BSE is in electronic mode, based on satellite/leased line based communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed

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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 the control of and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

- As far as Futures and Options/Currency Derivatives segment is concerned, please note and get yourself acquainted with the following additional features:
 - 2.1. Effect of "Leverage" or "Gearing": The amount of margin is small relative to the value of the derivatives contract so the transactions are 'Leveraged' or 'Geared' in the Derivative Market. Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in derivatives carry a high degree of risk.

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

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

2.2. Risk of Option holders:

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

2.3. Risks of Option Writers:

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

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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 orwriting 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.

2.4. **Currency Specific Risk:**

- The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
- 2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.
- Currency prices are highly volatile. Price movements for currencies are influenced by, among 3. 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.

3. **GENERAL**

- Commission and other charges: Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.
- Deposited cash and property: You should familiarise yourself with the protection accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which has been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the member, the same shall be subject to arbitration as per the byelaws/regulations of the Exchange.
- 3.3. For rights and obligations of the clients, please refer to Annexure-1 enclosed with this document.
- 3.4. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a member for the purpose of acquiring and/or selling of securities/Currency Derivatives contract through the mechanism provided by NSE/BSE.
- 3.5. The term 'member' shall mean and include a trading member, a broker or a stock broker, who has been admitted as such by NSE/BSE and who holds a registration certificate as a stock broker from SEBI.

I hereby acknowledge that I have received and understood this risk disclosure statement and Annexure1 containing my rights and obligations.

I am / We are registered with **KHAMBATTA SECURITIES LIMITED**, Member of the Bombay Stock Exchange (BSE) and the National Stock Exchange (NSE) and having SEBI Registration Number INB 010977538 (BSE) and INB 230977531 (NSE) And Trading Member of F&O & Derivatives segment having SEBI Registration Number INF 010977538 (BSE) and INF 230977531 (NSE) And Currency Derivatives segment having SEBI Registration Number INE **230977531** (NSE) respectively.

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ANNEXURE-1

INVESTORS' RIGHTS AND OBLIGATIONS:

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

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

Notes:

- 1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a trading member of NSE/BSE for the purpose of buying and/or selling of securities / contract / currency derivatives contract through the mechanism provided by NSE/BSE.
- The term 'member' shall mean and include a member or a broker or a stock broker, who has been admitted as 2. such by NSE/BSE and who holds a registration certificate from SEBI.
- 3. The term 'contract' refers to currency derivatives contract and the term 'underlying' refers to the underlying currency of such currency derivatives contracts.
- NSE/BSE may be substituted with names of the relevant exchanges, wherever applicable. 4.

I hereby acknowledge that I have received and understood this risk disclosure statement and Annexure1 containing my rights and obligations.

I am / We are registered with **KHAMBATTA SECURITIES LIMITED**, Member of the the Bombay Stock Exchange (BSE) and the National Stock Exchange (NSE) and having SEBI Registration Number INB 010977538 (BSE) and INB 230977531 (NSE) And Trading Member of F&O & Derivatives segment having SEBI Registration Number INF 010977538 (BSE) and INF 230977531 (NSE) And Currency Derivatives segment having SEBI Registration Number INE **230977531** (NSE) respectively.

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BSE

TRIPARTITE AGREEMENT BETWEEN STOCK BROKER, SUBBROKER AND CLIENT

| This Agreement (hereinafter referre | d to as "Agreement") is ent | ered into on this | I |
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| day of | as "the stock broker"), a Floor, 7/10, Botawala Mumbai - 400 001. I deaning thereof, be deemed a representatives/the partner them and their respective here | Body Corporate and having its Building, 9 Bank Street, NDIA, which expression shall, to mean and include his/her heirs, as for the time being of the said irs, executors, administrators and | |
| | | | I |
| | | (name of the sub-broker) | |
| (hereinafter referred to as "the subb | roker"), a | (type of entity) | I |
| and having his/its office/registered o | | | I |
| (address), which expression shall, us to mean and include his/her heirs, exfor the time being of the said entity, executors, administrators and legal to ond Part; | secutors, administrators and the survivor or survivors of | legal representatives/the partners f them and their respective heirs, | |
| AND | | | |
| | | | I |
| | | me of the client of the sub-broker) | |
| (hereinafter referred to as "the clien | ıt"), an individual/a | (type of entity) | I |
| and having his /its residence/office/ | at | | - |
| | | | 1 |
| | | | _ (address) which |
| expression shall, unless repugnant to executors, administrators and legal to survivors of them and their respects the case may be, of the Third Part; | representatives/the partners | for the time being of the said enti | ty, the survivor or |
| WHEREAS | | | |
| | | s of stock broking and is a Memstock exchange") with SEBI registrongers. | |
| INB010977538 (Cash S | Segment) & INF010 | 1977538 (Derivative Segmen | <u>t)</u> |
| Khambatta Securities Limited | d | | |
| | re e | | |
| Director / Authorised Signatory | Sub-Brokers's Sign | Client's Sign | |

| 2. | Th | e sub-broker states that : |
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| I | a) | The sub broker is recognized by {Name of the |
| | | stock exchange(s)} as a sub- broker affiliated to the stock broker of the stock exchange with sub-broker |
| I | | SEBI registration Number (s) |
| | b) | The sub-broker is not effiliated to any other member of the same stock evaluate |

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

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

- 1. The stock broker and sub broker hereby acknowledge and confirm that the sub-broker is affiliated to the stock broker and that the sub-broker shall within the scope of the authority given under these presents, be entitled to act as a 'sub-broker' within the meaning and subject to SEBI (Stock Brokers and Sub-Brokers) Rules, 1992 and SEBI (Stock Brokers and Sub-Brokers) Regulations 1992 (hereinafter referred to as the said "Rules" and "Regulations" respectively) as amended from time to time, for assisting the client in buying, selling or dealing in securities through the stock broker.
- 2. The stock broker, the sub-broker and the client agree that they shall abide by all the statutory responsibilities and obligations imposed on them by the rules, regulations and / or any other rules or regulations applicable to the stock brokers, the sub-brokers and the clients in general either framed by SEBI or by the relevant stock exchange/clearing corporation and/or any Government Circulars.
- 3. The stock broker and the sub broker declare that they have brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
 - a. He has read and understood the risks involved in trading on a stock exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
 - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time
 - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
- 4. The Client agrees to pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker \ the sub-broker renders to the Client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and byelaws of the relevant stock exchange/SEBI.
- 5. The stock broker and the sub broker agree that they shall co-operate and help each other in redressing grievances of the client in respect of transactions routed through them and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the clients of subbroker from the member and vice-versa.
- 6. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
- 7. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/ guidelines/Exchanges Rules/Regulations/Bye-laws and circulars.

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- 8. The stock broker and the sub-broker agree that each of them shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through them and they shall not jointly or severally do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
- 9. The stock broker agrees to inform the sub-broker/client and keep them apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the sub-broker/client to comply with such schedules/procedures of the relevant stock exchange.
- 10. The sub broker will provide assistance to stock broker and client to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
- 11. The stock broker shall issue, individually for each client of his sub broker, contract notes in the format prescribed by the relevant stock exchange. The sub-broker shall render necessary assistance to his client in obtaining the contract note from the stock broker.
- 12. The stock broker, the sub-broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
- 13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
- 14. The stock broker and the sub-broker hereby agree that they will assist and cooperate with each other in ensuring faster settlement of any arbitration proceedings arising out of the transactions entered into between them vis-à-vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings. In case of an award against a sub broker, if the sub broker fails to implement the award, the stock broker shall be liable to implement the same and would be entitled to recover the same from the sub broker.
- 15. The stock broker and the sub-broker hereby agree that all transactions in securities on behalf of the clients of the sub-broker shall be settled by delivery and/or payment, between the stock broker and the client in accordance with the provisions of rules, bye-laws and regulations of the relevant stock exchange on which the transactions took place and subject to the procedures for settlement of transactions laid down by the relevant stock exchange from time to time.
- 16. Information about default in payment/delivery and related aspects by a client, including that of a sub broker as a client shall be brought to the notice of the relevant stock Exchange(s) by the stock broker. In case where defaulting sub broker/client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/ Partner(s)/proprietor as the case may be, shall also be communicated to the relevant stock exchange(s) by the stock broker.
- 17. The stock broker, the sub-broker or the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties at their respective addresses mentioned below. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
- 18. In the event of sub broker terminating this agreement and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate the agreement by giving a notice in writing of not less than one month.
- 19. This agreement shall forthwith terminate;
 - (i) if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled;
 - (ii) upon the demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or / withdrawal of recognition of the sub-broker by the stock exchange. Provided however, in such an event, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimate to the stock broker or the stock broker intimates to the client his/its intention to terminate the agreement by giving one month notice in writing.
- 20. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
- 21. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result therefrom.
- 22. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquida-

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tion/closing-out shall be charged to and borne by the client.

- 23. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
- 24. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, member shall be entitled to cancel the respective contract(s) with client(s)
- 25. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
- 26. The client agrees to immediately notify the stock broker/sub broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker/sub broker at the time of opening of the account or at any time thereafter.
- 27. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
- 28. In addition to the specific rights set out in this Agreement, the stock broker, the sub-broker and the client shall be entitled to exercise any other rights which the stock broker, sub broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
- 29. The stock broker and the sub-broker hereby undertake to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements: Provided however that the stock broker or subbroker may so disclose information about his client to any person or authority with the express permission of the client.
- 30. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
- 31. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.

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

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

| Member (Full name details of membership of the stock exchange and address) | Sub-broker Full name and details of recognition of the stock exchange and address | Client Full details and address |
|--|---|---------------------------------|
| Khambatta Securities Ltd. #1 Ground Floor, 7/10, Botawala Building, 9 Bank Street, Horniman Circle, Fort, Mumbai - 400 001. INDIA BOMBAY STOCK EXCHANGE LTD. | | |
| Khambatta Securities Limited | For | For |
| Director / Authorised Signatory | x | X |
| Witness: | Witness: | Witness: |

C/o. Khambatta Securities Ltd.

#1 Ground Floor, 7/10, Botawala Building, 9 Bank Street, Horniman Circle, Fort, Mumbai -400 001. INDIA

TRIPARTITE AGREEMENT BETWEEN STOCK BROKER, SUBBROKER AND CLIENT

| Th | is Agreement (hereinafter referred to as "Agreement") is entered into on this | - I |
|------|--|------------------------|
| day | y of, by and between KHAMBATTA SECURITIES | \$ |
| LI | MITED (hereinafter referred to as "the stock broker"), a Body Corporate and having it | S |
| | ristered office at #1 Ground Floor, 7/10, Botawala Building, 9 Bank Street | |
| | Description Circle, Fort, Mumbai - 400 001. INDIA , which expression shall less repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs | |
| | ecutors, administrators and legal representatives/the partners for the time being of the said | |
| | ity, the survivor or survivors of them and their respective heirs, executors, administrators and | 1 |
| leg | al representatives/its successors, as the case may be, of the One Part; | |
| AN | ND | |
| | | - I |
| | (name of the sub-broker |) |
| (he | ereinafter referred to as "the subbroker"), a (type of entity |) I |
| and | d having his/its office/registered office at | _ |
| | | I |
| | | - |
| _ | | - |
| to 1 | <i>Idress</i>), which expression shall, unless repugnant to the context or meaning thereof, be deemed mean and include his/her heirs, executors, administrators and legal representatives/the partner | l s |
| for | the time being of the said entity, the survivor or survivors of them and their respective heirs | , |
| | ecutors, administrators and legal representatives/its successors, as the case may be, of the Sec d Part; | - |
| AN | | |
| AI | | - |
| _ | | |
| | (name of the client of the sub-broker |) |
| (he | ereinafter referred to as "the client"), an individual/a (type of entity | I |
| and | d having his /its residence/office/ at | _ |
| | | _ I |
| | | _ (address) which |
| evi | pression shall, unless repugnant to the context or meaning thereof, be deemed to mean and inc | |
| exe | ecutors, administrators and legal representatives/the partners for the time being of the said ent | ity, the survivor or |
| | vivors of them and their respective heirs, executors, administrators and legal representative case may be, of the Third Part; | s/its successors, as |
| | HEREAS | |
| | | han of National |
| 1. | The stock broker states that it is engaged, in the business of stock broking and is a Mem Stock Exchange of India Ltd. , (hereinafter referred to as "the stock | |
| | SEBI registration Number(s) INB230977531 (Cash Segment) | |
| | & INF230977531 (Derivative Segment) & INE230977531 (Currency Deri | vative Segment) |
| Kŀ | nambatta Securities Limited | |
| | | |
| D: | wasten / Authorized Signatury Sub-Bushawi's Sign | |

| 2. | The sub-broker states that: |
|----|--|
| I | a) The sub broker is recognized by {Name of the |
| | stock exchange(s)} as a sub- broker affiliated to the stock broker of the stock exchange with sub-broker |
| I | SEBI registration Number (s) |
| | |

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

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

- 1. The stock broker and sub broker hereby acknowledge and confirm that the sub-broker is affiliated to the stock broker and that the sub-broker shall within the scope of the authority given under these presents, be entitled to act as a 'sub-broker' within the meaning and subject to SEBI (Stock Brokers and Sub-Brokers) Rules, 1992 and SEBI (Stock Brokers and Sub-Brokers) Regulations 1992 (hereinafter referred to as the said "Rules" and "Regulations" respectively) as amended from time to time, for assisting the client in buying, selling or dealing in securities through the stock broker.
- 2. The stock broker, the sub-broker and the client agree that they shall abide by all the statutory responsibilities and obligations imposed on them by the rules, regulations and / or any other rules or regulations applicable to the stock brokers, the sub-brokers and the clients in general either framed by SEBI or by the relevant stock exchange/clearing corporation and/or any Government Circulars.
- 3. The stock broker and the sub broker declare that they have brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
 - a. He has read and understood the risks involved in trading on a stock exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
 - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
 - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
- 4. The Client agrees to pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker \ the sub-broker renders to the Client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and byelaws of the relevant stock exchange/SEBI.
- 5. The stock broker and the sub broker agree that they shall co-operate and help each other in redressing grievances of the client in respect of transactions routed through them and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the clients of subbroker from the member and vice-versa.
- 6. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
- 7. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/ guidelines/Exchanges Rules/Regulations/Bye-laws and circulars.

| Khaml | natta | Seci | urities | I in | nited |
|---------|-------|-------------|---------|------|-------|
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| Sub-Brokers's Sign | Client's Sign | |
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- 8. The stock broker and the sub-broker agree that each of them shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through them and they shall not jointly or severally do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
- 9. The stock broker agrees to inform the sub-broker/client and keep them apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the sub-broker/client to comply with such schedules/procedures of the relevant stock exchange.
- 10. The sub broker will provide assistance to stock broker and client to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
- 11. The stock broker shall issue, individually for each client of his sub broker, contract notes in the format prescribed by the relevant stock exchange. The sub-broker shall render necessary assistance to his client in obtaining the contract note from the stock broker.
- 12. The stock broker, the sub-broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
- 13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
- 14. The stock broker and the sub-broker hereby agree that they will assist and cooperate with each other in ensuring faster settlement of any arbitration proceedings arising out of the transactions entered into between them vis-à-vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings. In case of an award against a sub broker, if the sub broker fails to implement the award, the stock broker shall be liable to implement the same and would be entitled to recover the same from the sub broker.
- 15. The stock broker and the sub-broker hereby agree that all transactions in securities on behalf of the clients of the sub-broker shall be settled by delivery and/or payment, between the stock broker and the client in accordance with the provisions of rules, bye-laws and regulations of the relevant stock exchange on which the transactions took place and subject to the procedures for settlement of transactions laid down by the relevant stock exchange from time to time.
- 16. Information about default in payment/delivery and related aspects by a client, including that of a sub broker as a client shall be brought to the notice of the relevant stock Exchange(s) by the stock broker. In case where defaulting sub broker/client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/ Partner(s)/proprietor as the case may be, shall also be communicated to the relevant stock exchange(s) by the stock broker.
- 17. The stock broker, the sub-broker or the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties at their respective addresses mentioned below. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
- 18. In the event of sub broker terminating this agreement and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate the agreement by giving a notice in writing of not less than one month.
- 19. This agreement shall forthwith terminate;
 - (i) if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled;
 - (ii) upon the demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or / withdrawal of recognition of the sub-broker by the stock exchange. Provided however, in such an event, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimate to the stock broker or the stock broker intimates to the client his/its intention to terminate the agreement by giving one month notice in writing.
- 20. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
- 21. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result therefrom.
- 22. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquida-

| Sub-Brokers's Sign | Client's Sign | |
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- tion/closing-out shall be charged to and borne by the client.
- 23. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
- 24. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, member shall be entitled to cancel the respective contract(s) with client(s)
- 25. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
- 26. The client agrees to immediately notify the stock broker/sub broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker/sub broker at the time of opening of the account or at any time thereafter.
- 27. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
- 28. In addition to the specific rights set out in this Agreement, the stock broker, the sub-broker and the client shall be entitled to exercise any other rights which the stock broker, sub broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
- 29. The stock broker and the sub-broker hereby undertake to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements: Provided however that the stock broker or subbroker may so disclose information about his client to any person or authority with the express permission of the client.
- 30. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
- 31. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.

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

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

| Member (Full name details of membership of the stock exchange and address) | Sub-broker Full name and details of recognition of the stock exchange and address | Client Full details and address |
|---|---|---------------------------------|
| Khambatta Securities Ltd. #1 Ground Floor, 7/10, Botawala Building, 9 Bank Street, Horniman Circle, Fort, Mumbai - 400 001. INDIA NATIONAL STOCK EXCHANGE OF INDIA LTD. | | |
| Khambatta Securities Limited | For | For |
| Director / Authorised Signatory | x | x |
| Witness: | Witness: | Witness: |

C/o. Khambatta Securities Ltd.

#1 Ground Floor, 7/10, Botawala Building, 9 Bank Street, Horniman Circle, Fort, Mumbai -400 001. INDIA

POLICIES AND PROCEDURES

This document outlines various policies and procedures framed and followed by **Khambatta Securities Limited** ("Stock Broker") with respect to its dealing with its clients and as a stock broker on Bombay Stock Exchange Ltd. (BSE) & National Stock Exchange of India Ltd. (NSE)

The policies and procedures as stated herein below are subject to change from time to time at the sole discretion of Stock Broker, depending upon regulatory changes, its risk management framework, other market conditions, etc.

The said policies and procedures which are subject to upgradation in the same from time to time are produced below for the benefit and notice of all our clients.

A. Refusal of orders for Penny Stocks and/or Illiquid Stocks

In view of the risks associated in dealing with Penny Stocks and/or Illiquid Stocks, Stock Broker would generally advice its client to desist from trading in them. Further, SEBI, BSE/NSE or Stock Broker may issue circulars or guidelines necessitating exercising additional due diligence by the clients, for dealing in such securities.

Although, the term "Penny Stock" is not defined by BSE / NSE/ SEBI, a "Penny Stock" generally refers to a stock whose characteristics include but are not limited to:

- Small market capitalization;
- Trading at a price less than its face value;
- Have unsound fundamentals and or which may/may not be liquid (A list of illiquid securities is jointly released by NSE and BSE from time to time.)
- Stock Broker recognizes that it is the client's privilege to choose shares in which he / she would like to trade. However, Stock Broker likes to pay special attention to dealing in "Penny Stocks". To this end:
- Stock Broker may refuse to execute any client's orders in "Penny Stocks" without assigning any reason for the same.
- Any large order for purchase or sale of a "Penny Stock" should be referred to Head Dealing before such
 orders can be put in the market for execution.
- Clients must ensure that trading in "Penny Stock" does not result in creation of artificial volume or false or misleading appearance of trading. Further, clients should ensure that trading in "Penny Stock" does not operate as a device to inflate or depress or cause fluctuations in the price of such stock.
- Clients are expected not to place orders in "Penny Stocks" at prices which are substantially different from the prevailing market prices. Any such order is liable to be rejected at the sole discretion of Stock Broker
- In case of sale of "Penny Stocks", clients should ensure the delivery of shares to Stock Broker before the pay-in date.
- Under no circumstances, Stock Broker shall be responsible for non-execution/delay in execution of such orders and consequential opportunity loss or financial loss to the client.

The above list of criteria is an indicative list. Stock Broker may at its sole and absolute discretion define from time to time other category/criteria to treat a security as Penny Stocks and/or Illiquid Stocks.

B. Setting up the clients' exposure limits

While setting up the exposure limits for and on behalf of the clients, Stock Broker broadly takes into consideration the regulatory requirement, client profile, internal risk management policy, market conditions, etc. Considering the said parameters the exposure limit for a client would be set up as follows:

- Exposure limit for each client is determined by the Risk Management Department based on client's net worth information, client's financial capacity, prevailing market conditions and margin deposited by client in the form of funds / securities with Stock Broker. These limits may be set exchange-wise, segment-wise, and scripwise.
- The limits are determined by Risk Management Department based on the above criteria and the payment history of the client in consultation with Sales / Sales traders.
- Stock Broker retains the discretion to set and modify, from time to time, any client's exposure limit decided as above. Exposure of 5 times the margin and the same may be raised a maximum of 8 times the margin money.
- Whenever any client has taken or wants to take an exposure in any security, Stock Broker may call for appropriate margins in the form of early pay-in of shares or funds before or after execution of trades in the Cash segment. In case of any margin shortfall, the clients will be told to reduce the position immediately or they will be requested to deposit extra margin to meet the shortfall. Otherwise, Stock Broker may refuse to trade on behalf of such client at its own discretion.

- In case of cash segment, Stock Broker may at its sole and absolute discretion allow clean exposure limit up to certain amount to the client without insisting for any credit balance and/or margin. The quantum of clean exposure limit shall be decided by Stock Broker. On case to case basis Stock Broker may, at its sole and absolute discretion, give higher clean exposure limits to certain set of clients. Stock Broker reserves the right to withdraw clean exposure limit granted to the client at any point of time as its sole and absolute discretion. The client cannot raise any concern/dispute for the same.
- The Client will have to abide by the exposure limit set by Stock Broker

C. Applicable Brokerage Rate

For rendering the broking services, Stock Broker charges brokerage to the client. The Brokerage rate will be as per the terms agreed with the client at the time of client registration.

- Brokerage Rate is mutually decided between the Stock Broker and each client based on client's net worth, expected trading volume, etc. The maximum brokerage chargeable will not exceed the rates prescribed by SEBI/BSE/NSE and / or Securities Contract Act and Rules or any other relevant statutes.
- The applicable brokerage rate will be mentioned in the Client registration form and any change in the brokerage rate in future will be communicated to the client.

The brokerage will be exclusive of the following except in cases where it is agreed otherwise:

- Service Tax and Education Cess
- SEBI/Exchange/Clearing member charges
- · Stamp duty
- Statutory charges payable to BSE/NSE/SEBI/Govt. Authorities etc.
- Any other charges towards customized/specialised service

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

(i) Imposition of Penalties

BSE/NSE/Clearing Corporation/SEBI levies penalties on the broker for irregularities observed by them during the course of business. Stock Broker shall recover such imposed penalties/levies, if any, by BSE/NSE regulator/Clearing Corporation, from the client which arise on the account of dealings by such client. Such recovery would be by way of debit in the ledger of the client and amounts would be adjusted against the dues owed by Stock Broker to the clients.

(ii) Delayed payment charges

While dealing with Stock Broker it is a responsibility of the client to ensure that the required margin obligation or settlement obligation or any other dues payable to Stock Broker are paid within the time period stipulated by BSE/NSE or Stock Broker, whichever earlier.

In the event if the client defaults in meeting its above said obligations towards Stock Broker, Stock Broker shall have absolute discretion to charge and recover from the client's account, delayed payment charges at a rate not exceeding 36% p.a. & shall be specified to the client by Stock Broker from time to time for the delayed period. Such a charge will be applicable from t+1 basis and valid till date of realization of funds or credits realized on payout date due to square off of transaction. This is only a penal measure and brings in discipline in the clients to clear the dues in time as KSL has to clear its obligations to the Exchange as per the time set by the Exchanges.

Delayed payment charge is only a penal measure. The client should not construe it as funding arrangement. The client cannot demand continuation of service on a permanent basis citing levy of delayed payment charges.

The client will not be entitled to any interest on the credit balance/surplus margin available/kept with Stock Broker.

No interest or charges will be paid by Stock Broker to any client in respect of retention of funds or securities towards meeting future settlement obligations and in respect of running account authorizations.

E. The right to sell clients' securities or lose clients' positions, without giving notice to the client, on account of non-payment of client's dues.

The client shall fulfill all his/her/its settlement obligations and/or other liabilities to Stock Broker within the time frame stipulated by the Stock Broker or BSE/NSE, whichever is earlier.

Without prejudice to its other rights and remedies available under the member client agreement(s) executed/to be executed by and between the client and Stock Broker (hereinafter referred to as "the Agreement") or at law, Stock Broker shall be entitled, in its sole and absolute discretion, to liquidate/close out all or any of the client's open/outstanding position, sell the client's securities (whether approved by Stock Broker or not) available with Stock Broker at any time to recover its dues without giving any notice to the client in the following circumstances:

• If the client fails to pay any margin, settlement obligations and/or other liabilities due to Stock Broker within

the stipulated time frame;

• In the event that the market value of the client's securities, lying as margin or bought by the client for which payment is not made by client, for any reason fall or is anticipated to fall, or circumstances arise or are likely to arise which may in the sole opinion of Stock Broker jeopardize its interest and expose it or is likely to expose it to any financial loss or damage.

Any and all losses (actual or notional), financial charges, damages on account of such liquidation/sell/closing-out shall be borne by the client only.

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

- To determine the net obligation of a broker / trading-cum-clearing member (for securities and funds) in a settlement, clearing house does the netting of trades at the broker level. It is possible that a broker's net obligation towards clearing house may be nil but because of default by one or more clients in satisfying their obligations towards the broker, the broker internally might have shortages in fulfilling its obligation towards the other client(s). In such a situation, Stock Broker shall endeavor to collect the securities from the selling client and deliver it to the purchasing client within 48 hours of the settlement date. In case the selling client is unable to deliver the securities within 48 hours, then Stock Broker shall attempt to purchase the securities from the market and deliver it to the purchasing client. If Stock Broker is unable to obtain the securities from the market, then the transaction will be closed out as per the auction rate prescribed by the Exchange for that scrip and the closing amount will be credited to the purchasing client and same will be debited to the selling client.
- In case of shortage in meeting the settlement obligation, either party shall endeavor to make good such shortage through securities / value of shortage as per the Rules, Regulations and Bye-laws of the respective stock exchange(s).

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

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

- Extreme volatility in the market or in particular scrip or in the F&O segment.
- There is shortfall in the margin deposited by client with Stock Broker.
- There is insider trading restrictions on the client.
- There are any unforeseen adverse market conditions or any natural calamity affecting the operation of the market.
- There are any restrictions imposed by Exchanges or Regulator on the volume of trading outstanding positions of contracts.
- The client is undertaking any illegal trading practice or the client is suspected to be indulging in money laundering activities.
- Stock Broker has reached its limit in that scrip.
- The client has breached the client-wise limit.
- The client has taken or intends to take new position in a security which is in the banned period.
- Due to abnormal rise or fall in the market, the markets are closed.
- Failure by the client in providing sufficient/adequate margin(s) and/or insufficient/inadequate free credit balance available in clients' broking account with Stock Broker
- The Clients who have not settled their account by payout day will have their securities transferred to KSL's client holding account and will remain there till such date that the client pays their dues. The positions will be squared off if the payment is not received strictly within 72 hours after the payout date or at the discretion of KSL. The above will incur holding charges.

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

- Any client desirous of temporarily suspending his / her / its trading account has to give such request in writing to the management. After management's approval, further dealing in such client's account will be blocked. Whenever trade has to be resumed in any suspended client account, a request in writing should be made by the client to the management and the management may ask for updated financial information and other details for reactivating such account. After receiving necessary documents, details, etc. and approval from the management, the client account will be reactivated and transaction will be carried out. Clients account can be temporarily suspended if a written request is forwarded or the client has outstanding payment in his account till such time as the client indicates in writing to reactivate his account or the payments are realized.
- Similarly, any client desirous of closing his / her / its account permanently is required to inform in writing and the decision in this regard will be taken by the management. After necessary approval from the management,

the client code will be deactivated. Only after scrutinizing the compliance requirements and a "no pending queries" confirmation is taken, securities and funds accounts will be settled.

I. Deregistering a Client

Stock Broker may, at its sole and absolute discretion, decide to deregister a particular client. The illustrative circumstances under which Stock Broker may deregister a client are given below:

- SEBI or any other regulatory body has passed an order against such client, prohibiting or suspending such client from participating in the securities market.
- Such client has been indicted by a regulatory body or any government enforcement agency in case of market
 manipulation or insider trading or any other case involving violation of any law, rule, regulation, guideline or
 circular governing securities market.
- Such client is suspected of indulging in illegal or criminal activities including fraud or money laundering.
- Such client's name appears in the UN list of prohibited entities or in the SEBI debarred list.
- Such client's account has been lying dormant for a long time or the client is not traceable.
- Such client has been declared insolvent or any legal proceedings to declare his / her / its as insolvent have been initiated.
- Such client has been irregular in fulfilling obligations towards margin or settlement dues.
- Such client has a tainted reputation and any business relationship with such clients is likely to tarnish the reputation of Stock Broker or may act as detriment to Stock Broker prospects.
- Under no circumstances, any action taken by Stock Broker in any of the above circumstances till the date of reregistration shall be challenged by the client and Stock Broker shall not be liable to the client for any loss or damage (actual/notional), which may be caused to the client as a result.

J. Policy for Inactive clients / Dormant Account Policy

- Any client who has not traded in any segment of BSE/NSE with Stock Broker for last six months calculated
 from the beginning of every financial year or such other period as may be decided by Stock Broker at its sole
 and absolute discretion then such client would be termed as a Dormant/Inactive Client.
- The broking account of such client shall be deactivated/suspended temporarily by Stock Broker. If the client wants to activate the broking account then a request for reactivating the broking account should be sent in writing. Such request for reactivation should be accompanied along with such documentary evidence as may be specified by Stock Broker from time to time.
- If the client is tagged as a Dormant/Inactive client, then the funds/securities lying with Stock Broker may be refunded/returned to the clients at his/her/its last known bank account/DP account or send at last known address of the client as per Stock Broker record.

K. Change in Status of Client

• It will be responsibility of the client to provide to KSL any changes in status/address/email id of the client or of any details he has provided in the KYC form during the period he/she continues to remain a client of KSL.

I have read the form fully and understand and agree fully with abovementioned policy and procedures laid down by KSL and affix my signature herein below:

| I affirm. | |
|----------------------|--|
| Client's Signature 🖳 | |
| Date : | |

DECLARATION TO BE GIVEN BY PARTNERSHIP ON LETTERHEAD OF THE FIRM

To

KHAMBATTA SECURITIES LIMITED

#1 Ground Floor, 7/10, Botawala Building, 9 Bank Street, Horniman Circle, Fort, Mumbai - 400 001. INDIA Tel.: Accounts - 66413344, Dealing - 66413333, Back Office & DP - 66413366 Fax: 6641337

| Back Office & DP - 66413366 Fax: 66413337 | |
|---|--|
| Dear Sir, | |
| We refer to the trading account being opened / opened w and declare and authorize you as under. | rith you in the name of |
| ship firm as per Regulations. To facilitate the operation of | ed with a depository participant in the name of a partner- of the above trading account with you and for the purpose t to the trading operations, we authorize you to recognize with depository of the firm. |
| transfer to/form the above-mentioned account. We recog | r sold by the firm will be handled and completed through nize and accept transfer made by you to the beneficiary respect of trades executed in the above trading account of |
| We hereby authorize | of securities, sell, purchase, transfer, endorse, negotiate ousiness on behalf of the partnership and to sign the |
| Name of Partners (In Block Letters) | Signature |
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DECLARATION BY NON-INDIVIDUAL ON LETTERHEAD OF THE FIRM (SOLE PROPRIETOR)

То

KHAMBATTA SECURITIES LIMITED

#1 Ground Floor, 7/10, Botawala Building, 9 Bank Street, Horniman Circle, Fort, Mumbai - 400 001. INDIA Tel.: Accounts - 66413344, Dealing - 66413333, Back Office & DP - 66413366 Fax: 66413337

| Back Office & DP - 66413366 Fax: 66413337 |
|--|
| Dear Sir, |
| I refer to the trading account being opened / opened with you in the name of and declare and authorize you as under. |
| I recognize that a beneficiary account cannot be opened with a depository participant in the name of a Sole Proprietorship firm as per Regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the share transfer obligations pursuant to the trading operations, I authorize you to recognize the beneficiary account no with depository opened in the name of the undersigned who is the sole proprietor of the firm. |
| I agree that the obligation for shares purchased and or sold by the firm will be handled and completed through transfer to / from the above mentioned account. I recognize and accept transfer made by you to the beneficiary account as complete discharge of obligations by you in respect of trades executed in the above trading account of the firm. |
| Further I the undersigned am the sole proprietor of the firm and am responsible for the liabilities thereof. I shall advise you in writing of any change that takes place in the constitution of the firm and I will be personally liable to you for all the obligations that the firm may incur in the course of dealing with you and undertake to personally discharge such liabilities. |
| Client's Sign (Places sign with storm of the firm) |
| Client's Sign (Please sign with stamp of the firm) |
| Date : |

| Dear Clients, | |
|--|---|
| Sub: Disclosure regarding Proprieta | ary Trading |
| In pursuance of SEBI Circular No.: SEBI/MRD/SE/Cir-42/2003 dated the transparency in the dealings between the trading member and their disclose to his clients whether they do client based business or propriet | clients, all trading members are required to |
| Accordingly, we inform you that we are doing client based business as for Share trading activities. | well as proprietary trading in our office |
| Kindly acknowledge the receipt. | |
| Yours Truly, | |
| For KHAMBATTA SECURITIES LIMITED | |
| Director / Authorised Signatory Client Confirmation Letter | <u>r</u> |
| I/we | Self / Karta / Proprietor/Partner / Director of |
| | having client code with |
| M/s. KHAMBATTA SECURITIES LIMITED acknowledge to | he receipt of the above. |
| | |
| Client's Sign | |
| Date | |

${\bf Mutual\ Fund\ Service\ System\ facility\ /\ BSE\ StAR\ MF}$

| Date: |
|--|
| To, Khambatta Securities Limited # 1 Ground Floor, 7/10 Botawala Building, 9 Bank Street, Horniman Circle, Fort, Mumbai - 400 001, India |
| Sir, |
| Sub: Mutual Fund Service System (MFSS) facility / BSE StAR MF |
| I/We am/are registered as your client with Client Code No and have executed the Trading Member and Client Agreement for the purpose of trading in the Capital Market segment of National Stock Exchange of India Ltd. / Bombay Stock Exchange Ltd. |
| I/We am/are interested in availing the MFSS / BSE StAR MF facility of the respective Exchange for the purpose of dealing in the units of Mutual Funds Schemes permitted to be dealt with on the MFSS / BSE StAR MF of the respective Exchange. |
| For the purpose of availing the MFSS / BSE StAR MF facility, I/we state that Know Your Client details as submitted by me/us for the stock broking may be considered for the purpose of MFSS / BSE StAR MF and I/we further confirm that the details contained in same remain unchanged as on date. |
| I/We are willing to abide by the terms and conditions as mentioned in the Circular dated and as may be specified by the Exchange from time to time in this regard . |
| I/We shall ensure also compliance with the requirements as may be specified from time to time by Securities and Exchange Board of India and Association of Mutual Funds of India (AMFI). |
| I/We shall read and understand the contents of the Scheme Information Document and Key Information Memorandum, addenda issued regarding each Mutual Fund Schemes with respect to which I/we choose to subscribe/redeem. I/We further agree to abide by the terms and conditions, rules and regulations of the Mutual Fund Schemes. |
| I/We therefore request you to register me/us as your client for participating in the MFSS / BSE StAR MF. |
| Thanking you, |
| Yours faithfully, |
| Client's Sign |

NON-MANDATORY CLAUSES - ADDENDUM TO AGREEMENT

Additional terms and conditions for the purpose of mutual convenience and smooth conduct of business-relations

(As permitted under para # 3 of the SEBI Circular Ref. No. SEBI/MIRSD/DPS-1/Cir-31/2004 dated August 26, 2004)

This document outlines various clauses framed and followed by M/s. Khambatta Securities Limited

(Stock Broker) with respect to its dealing with its clients and as a stock broker on Bombay Stock Exchange Ltd. ("BSE") & National Stock Exchange Ltd. ("NSE")

- 1. The Client agrees that, it shall not, acting alone or in concert with others, directly or indirectly, hold and control excess number of permitted Derivatives/F&O contracts as fixed/specified by the Stock Exchange from time to time.
- 2. The Stock Broker may appoint from time to time any person(s)/agency(ies) at its sole and absolute discretion to undertake the verification of the Client's identity and address for conducting the Client's due diligence, outsourcing of operational activities including but not limited to various statements/reports relating to Clients and/or for carrying out the acts mentioned in or in relation to this agreement. The Client hereby give his/her/its consent to the Stock Broker to undertake the verification of the Client's identity and address, outsourcing of operational activities and or to disclose all his/her/its information to such person(s)/agency(ies) appointed by the Stock Broker.
- 3. The Client hereby agrees to pay such interest free security deposits as may be decided by the Stock Broker from time to time. This deposit may be refunded only one year after the Client discontinues his/her/its dealing with the Stock Broker to safeguard against future liabilities.
- 4. The Stock Broker and/or its employees shall not be liable for the losses, if any, caused by the Client, either directly or indirectly, by Government restriction, Stock Exchanges or market rulings, suspension of trading, war, earthquake, flood, accident, power failure, equipment or software malfunction, strikes or any such unforeseen circumstances beyond the control of Stock Broker.
- 5. The Client hereby undertakes to indemnify and keep the Stock Broker, indemnified and harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, charges and/or expenses that are occasioned or may be occasioned to the Stock Broker directly or indirectly, owing to bad delivery of shares/securities and/or as a result of fake/forged/stolen/transfer documents that are introduced or that may be introduced by or through the Client during the course of his/her/its dealing/operations on the Stock Exchange through the Stock Broker.
- 6. All monies, securities or other property, which the Stock Broker may hold on Client account, shall be held subject to a general lien for the discharge of Client's obligations to Stock Broker under this agreement.
- 7. The Client shall deliver the securities or make payment of funds promptly for the transaction of sale/purchase of securities in order to honour his/her/its obligation to the Stock Broker. The Stock Broker shall not be responsible for auction of securities due to non-delivery or erroneous delivery of shares. The Client shall reimburse to the Stock Broker, the difference in the price on auction, penalty and other charges, as applicable, in case of non-delivery of securities sold by the Client through the Stock Broker. The Client shall also reimburse to the Stock Broker, the charges levied by the bank in case of dishonour of cheque due to non-availability of sufficient funds in the Client's Account.
- 8. In the event of any short delivery from the Stock Exchanges, the Stock Broker upon the receipt of deliveries from the stock exchange shall deliver the securities to the Client. In case the Stock Broker is unable o give delivery of the securities to its Client on account of short delivery by its another Client, the settlement of the transaction shall take place as per the policy of the Stock Broker.
- 9. The Client agrees that he/she/it shall be solely responsible to calculate/ascertain the margin requirement, as specified by the Stock Exchanges or the Stock Broker, from time to time on his/her/its open/outstanding positions with the Stock Broker and accordingly furnish the same without any delay.
- 10. The Client hereby authorizes the Stock Broker to withhold the securities bought by him/her/it and or securities delivered by him/her/it as margin for non-receipt of payment due to the Stock Broker from the Client. The Client further authorizes the Stock Broker to liquidate/close out all or any of the Client's open/outstanding

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| Kham | natta | Securities | Limited |
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| Client's Sign | | |
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position and/or sell the securities retained by it for non-payment of dues/obligation by the Client at any time to recover its dues without giving any notice to the Client.

- 11. The Client hereby agrees and undertakes to deliver the securities only from his/her/its own beneficiary account and not from any other beneficiary account.
- 12. In the event if the Client defaults in meeting its above said obligations towards Stock Broker, Stock Broker shall have absolute discretion to charge and recover from the Client's account, delayed payment charges at such rate/manner/interval as may be determined by Stock Broker from time to time for the delayed period.

The Client will not be entitled to any interest on the credit balance/surplus margin available/kept with Stock Broker.

- Penalty and other charges levied by Exchanges pertaining to trading of the Client shall be recovered from the respective Client.
- No interest or charges will be paid by Stock Broker to any Client in respect of retention of funds or securities towards meeting future settlement obligations and in respect of running account authorizations.
- 13. The Stock Broker reserves the right to refuse to execute any particular transaction, and it shall be at the discretion of the Stock Broker to amend or change from time to time, as the Stock Broker deems fit any of the terms and conditions recorded in his agreement.
- 14. The Client shall be required to pay brokerage on the trade executed at his behest at such rates as may be decided from time to time by the Stock Broker.
- 15. The Client authorizes the Stock Broker to recover any liability or expenses incurred for any transactions entered into by the Stock Broker on behalf of the Client.
- 16. The Client agrees that he/she/it shall pay the stamp duty required to be paid on the execution of this Agreement, Contract Notes and all instruments required to be executed by the Stock Broker and/or the Client for his/her/its transactions in pursuant of this Agreement. Further, without prejudice to the aforesaid, the Client agrees to pay any additional stamp duty, if required to be paid on any of the said instruments, by virtue of the said instrument being received in any State other than the State where the instrument is executed. Notwithstanding, the aforesaid the Stock Broker is entitled to pay the said stamp duties on behalf of the Client's and the Client hereby agrees to reimburse the same to the Stock Broker.
- 17. The onus of collecting the Contract Notes for the trades executed on behalf of the Client shall rest only with the Client and in case of non collection, the Contract Notes will be dispatched through ordinary post or through courier and it shall be deemed to be effective delivery of the contract note to the Client.
- 18. The Client hereby authorises the Stock Broker to dispatch the Contract Notes, bills, confirmation memos and other papers by post or by courier or by hand delivery or by fax or by auto e-mail or by other mode including web access. Any discrepancy in any of the above documents shall be reported by the Client to the Stock Broker with in a period of two days from the date of the documents, otherwise the Stock Broker will presume that there is no discrepancy in the rate, quantity of the share/securities/contracts bought or sold and rate of the brokerage and other levies thereon and that all the documents thus sent to the Client are in order. The Client hereby agrees that in the absence of any communication from him/her/it regarding any discrepancy as stipulated above, the same shall be treated as deemed acknowledgement of the transaction.
- 19. All the notices or communication issued under this agreement shall be served in any one or more or all of the following ways and such notice or communication shall be served at the ordinary business address and /or ordinary place of residence and/or last known address of the Client in any or more of the following ways:
 - by post.
 - by registered post,
 - under certificate of posting,
 - by express delivery post,
 - by telegram,
 - by affixing it on the door at last known business or residential address,
 - by oral communication to the party or on the last known telephone number,
 - by sending a message through trading system,
 - by electronic mail or fax,
 - by hand delivery
- 20. Any communication sent by the Stock Broker to the Client shall be deemed to have been properly delivered or served, even if such communication is returned to the Stock Broker as unclaimed/refused/undelivered, if same is sent to the ordinary business address and/or ordinary place of residence and/or last known address of the

Khambatta Securities Limited

| (| Client's Sign | | |
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Client, in any one or more of the ways as mentioned above.

- 21. The Client hereby agrees, confirms and declares that in the event of this failing to make payment of consideration to the Stock Broker in respect of any one or more securities purchased by him before the pay-in date notified by the Stock Exchanges from time to time, the Stock Broker may, at its sole and absolute discretion, sell his securities received in pay-out, in proportion to the amount not received from him, after taking into account any amount lying to the credit of the Client with the Stock Broker, by selling equivalent securities at any time on any Stock Exchange not later than the fifth trading day reckoned from the date of pay-in. The loss or profit, if any, on account of the above transaction shall be to the account of the Client.
- 22. The Client hereby agrees, confirms and declares that he will deliver the securities sold by him only from his own Depository Account and not from the Depository Account(s) of others. The Client's hereby further agrees and confirms that in case the securities sold by him are delivered from the Depository Account of others then the Stock Broker shall have a right to consider this delivery as non-delivery. In such an event the Client hereby authorizes the Stock Broker to but the equivalent securities in his account at the prevailing market rate or either on the day on which it is identified by it that the securities have not been received from the Depository Account of the Client or on the following day and the resultant loss, if any, in this regard shall be to the account of the Client only.
- 23. The Client hereby agrees that he/she/it will not register as a Sub-Broker registered with SEBI without prior written approval of the Stock Broker. The Client further agrees and undertakes that he/she/it will not affect any third party transaction during the course of any of his/her/its dealing through the Stock Broker. The Client undertakes to indemnify the Stock Broker against any losses/damages suffered by the Stock Broker if the Client indulges in any third party transaction or sub-broking business without its prior written approval.

| Client Name : | | M/s. | KHAMBATTA SECURITII | ES LIMITED | |
|---------------------------|-------------|-------------------------------|---|--|--|
| | | | | | |
| ent's Sign: | | Director/Authorised Signatory | | | |
| | | | | | |
| Name & Address of Witness | Signature | | Name & Address of Witness | Signature | |
| | | 1. | | | |
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| | | 2. | | | |
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| | | | | | |
| | ent's Sign: | ent's Sign: | ent's Sign: Direction Name & Address of Witness Signature | ent's Sign: Director/Authorised Signatory Name & Address of Witness Signature Name & Address of Witness 1. | |

Note:

- 1. All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between parties.
- 2. In the event if the Client does not wish to opt for the Voluntary Clauses, in part or in whole, then the Client may delete such clauses(s) before executing the same.

| | Non-Mandatory Document - 3 |
|--|--|
| From: | |
| | |
| To, Khambatta securities Ltd., #1 Ground Floor, 7/10, Botawala Building, 9 Bank Street, Horniman Circle, Fort, Mumbai - 400 001. INDIA | Date: |
| Dear Sir, | |
| Ref.: Authority to maintain my Money Credits against my Future MARC shares in your Clearing Member Pool A/c's, Beneficiary A/c against MARExchange Money / Share Transfer. | • |
| As per my personal discussion, I appreciate of your being reluctant to maintain as well as Shares) in your Bank A/c and Pool A/c. respectively for B.S.E. as wand/or Currency Derivatives Segments. | |
| However, I request you to please maintain on my behalf, my credit balance (with you, as this will facilitate us for a quicker settlement of any future value shares against my sales, in any future settlements. It will also facilitate us to and thereafter deliver the shares in the immediate Auction pay-in. This will be and for inter-exchange transfers inclusive of Cash and/or Derivatives Segment surplus of Shares / Funds will serve as MARGIN for trading. | n debits as well as for the delivery of be able to participate in the Auctions applicable to B.S.E. as well as N.S.E. |
| You may kindly treat this letter as my Authority to you for maintaining my C Shares) in your Bank a/c and Pool a/c respectively (Cash and/or Derivatives adjusting my Credits (Amount of money as well as Shares) against any of my shares lying in your Pool A/c against my sales transactions to be settled on also retain the funds expected to be required to meet margin obligations for manner specified by the exchanges. In addition to the above, for next day's tra KSL may retain funds/securities/margin to the extend of value of transactions of in the cash market segment. I agree to bring any dispute arising from the stater to the notice of the broker preferably within 7 working days from the date of rethe case may be. | Segments of Both the exchanges) and y future settlement debits and deliver a monthly/quarterly interval. You may next 5 trading days, calculated in the nsactions in the cash market segment, executed on the day of such settlement ment of account or settlement so made |
| Further, I/We prefer to settle my funds & securities account on Monthly \(\sigma\)/ \(\sigma\) | Quarterly basis. (Tick any one) |
| Client's Sign Cl | ed from the market and resulting in |
| Further I shall bear any expenses incurred for same day execution of trades v | vith my Depository Participants. |
| I have noted the following: | |
| a) This authorization must be renewed at least once a year. | |
| b) The authorization shall be signed by the me only and not by any authorised the Power of Attorney. | person on my behalf or any holder of |
| c) I may revoke the authorization at any time by giving 7 days notice. | |

Client's Sign

Thanking you, Yours faithfully,

INTERNET TRADING LETTER

To,

Khambatta securities Ltd.,

#1 Ground Floor, 7/10, Botawala Building, 9 Bank Street, Horniman Circle, Fort, Mumbai - 400 001. INDIA

Sub: Internet Trading

Sir,

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

We hereby confirm you to send our Username and Password on the below mentioned e-mail address.

E-mail Address:

Thanks and best regards

Signature:

For:

Name:

Trading Code:

Mobile No.

SUPPLEMENTARY AGREEMENT BETWEEN STOCK BROKER & CLIENT (BSE)

(This agreement forms part & parcel of the agreement between Stock Broker and Client)

| of _ a bo Bon & O 9 B as "t | This supplemental agreement ("this Agreement") is executed at on this day of, 20 BETWEEN M/s. Khambatta Securities Limited, a body corporate, registered / incorporated under the provision of the Companies Act, 1956, being a member of Bombay Stock Exchange Ltd with SEBI Regn. No. INB010977538-Cash Segment and INF010977538-Future & Options Segment having its registered office at #1 Ground Floor, 7/10, Botawala Building, 9 Bank Street, Horniman Circle, Fort, Mumbai - 400 001. INDIA hereinafter referred to as "the Member", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the ONE PART; | | | | I |
|--|--|---|------------------------------|---------------------------------|---|
| | | rn/HUF/a partnership firm/a body co 956 having its registered office at | | | I |
| | | | | | I |
| | eof, be deemed to n | as "the client", (which expression shapean and include its successors) of | | nt to the context or meaning | |
| 110 | | WHERE | AS: | | |
| , | Securities & Excha | nember of Bombay Stock Exchange ange Board of India ("SEBI") as a S 8-Cash Segment and INF01097753 | tock Broker with SEBI l | Registration No. SEBI Regn. | |
| | The Client is a client/constituent of the Member, and the Member and the Client have entered into a Member-Client Agreement dated the | | | | |
| (iii) | The Member offers | and/or proposes to offer the ITORS ORS Service for purchasing, sellin | S Service to its clients; ar | nd the Clients desires to avail | |
| | | he Client desire to enter into this S r to record the agreement between lient. | | | |
| IT I | S HEREBY AGRI | EED BETWEEN THE MEMBER | AND CLIENT as follo | ows: | |
| 1. D | efinition: | | | | |
| | In this Agreement (shall have the follow | (including the Recitals above), unless wing meanings: | ss the context otherwise | requires the following words | |
| | (i) "the Exchange | " means Bombay Stock Exchange l | Ltd. and includes a segn | nent of the Exchange. | |
| | handbooks, no from time to t | ovisions" means the Rules, Bye-laws stices, circulars and resolutions of the time and includes the Minimum Re amended from time to time. | ne Exchange or any segm | nent of the Exchange in force | |
| | | ns Internet Based trading through Or enabling clients to route their order | | | |
| | | unt Application" means the applicat vail of the Member's ITORS Servic | | ent to the Member to permit | |
| | | ce" or "Service" means the service e clients can route their orders for p | | | |
| Kha | ımbatta Securiti | es Limited | | | |
| | | | | | |
| Dire | ector / Authorised S | ignatory | Client's Sign | | |

the Member's ITORS System.

- (vi) "Member's ITORS System" or "Member's ITORS WebSite" means the website hosted by the Member on the internet through which the Member offers the ITORS Service and includes the hardware and software used for hosting and supporting the Website.
- (vii) "Password" means an alphanumeric code used by the Client to validate his/her username and access the Service.
- (viii) "SEBI" means the Securities & Exchange Board of India.
- (ix) "Username" means an alphanumeric login identification used by the Client for accessing the Service.
- 1.2 In this Agreement, headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Agreement.
- 1.3 In this Agreement, unless the context otherwise requires, reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to all other genders.
- 1.4 In this Agreement, unless the context otherwise requires, references to recitals and clauses shall be deemed to be a reference to the recitals and clauses of this Agreement.
- 1.5 References to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.

2. Agreement to provide and avail of the ITORS service:

The Member agrees to provide the Member's ITORS Service to the Client, and the Client agrees to avail of the Member's ITORS Service on and subject to the terms and conditions of this Agreement, the Exchange Provisions and the terms of the Member's ITORS Web Site.

3. USER NAME AND PASSWORD:

- 3.1 The Client will be entitled to a username and password, which will enable him to access the Member's ITORS System for availing of the Service.
- 3.2 The Client is aware that the Member's ITORS System itself generates the initial password and that the Member is aware of the same. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the Member.
- 3.3 The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Member's ITORS System using the Client's Username and/or Password whether or not such person was authorised to do so.
- 3.4 The Client shall immediately inform the Member of any unauthorised use of the Client's Username or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.
- 3.5 The Client acknowledges that he is fully aware of and understands the risk associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of his Username and/or Password by a third party and the risk of a person hacking into the Client's account on the Member's ITORS System and unauthorisedly routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or Username and also for any and all acts done by any person through the Member's ITORS System on the Client's Username in any manner whatsoever.
- 3.6 The Client shall log off from the ITORS Service at any time the Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall borne solely by the Client.
- 3.7 Without prejudice to the provisions of Clause 3.5, the Client shall immediately notify the Member in writing with full details if:
 - (i) he discovers or suspects unauthorised access through his Username, Password or Account,

Khambatta Securities Limited

| Client's Sign | | |
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- (ii) he notices discrepancies that might be attributable to unauthorised access,
- (iii) he forgets his password or
- (iv) he discovers a security flaw in the Member's ITORS System.
- 3.8 In any of the above events specified in Clause 3.7, the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request the Member in writing to discontinue his old Password; and thereupon the Member shall cause the Member's ITORS System to discontinue the use of the Client's old Password and the Member's ITORS System shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the Member be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse for the Password.

4. TRANSACTIONS AND SETTLEMENTS:

- 4.1 All orders for purchase, sale or other dealings in securities and other instructions routed through the Member's ITORS System via the Client's Username shall be deemed to have been given by the Client.
- 4.2 The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.
- 4.3 The Member may from time to time impose and vary limits on the orders which the Client can place through the Member's ITORS System (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that the Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Member's risk perception and other factors considered relevant by the Member, and the Member may be unable to inform the Client of such variation reduction or imposition in advance. The Client agrees that the Member shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the Member's ITORS System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the Member may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities through the Member.
- 4.4. Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the Member's ITORS System, the Member shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
- 4.5 The Client agrees that the Member may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.
- 4.6 In case of a market order, the Client agrees that the will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into the Member's ITORS System.

5. MARGIN:

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

6. CANCELLATION REQUESTS

- 6.1 When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellation is received and the order is successfully cancelled before it is executed.
- 6.2 The Client shall not be entitled to presume an order as having been executed or canceled until a confirmation from the Member is received by the Client.

Khambatta Securities Limited

| Client's Sign_ | | |
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6.3 The Exchange may anull a trade suo-moto without giving a reason therefor. In the event of such anullment, the Member shall be entitled to cancel the relative contract(s) with the Client.

7. BROKERAGE, COMMISSIONS AND FEES

- 7.1 The Client agrees to pay the member brokerage, commission, fees, services tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transaction, and the services that he receives from the Member.
- 7.2 A schedule of brokerage, fees and commissions, applicable service and other transaction expenses shall be provided by the Member to the Client from time to time upon request by the Client.

8. CONFIRMATIONS

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

9. INVESTMENT ADVICE

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

10. SUPPLEMENTAL TO MAIN MEMBER - CLIENT AGREEMENT:

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

11. REPRESENTATIONS AND WARRANTIES OF CLIENT

The Client represents and warrants to the Member that:

- 11.1 All the information provided and statements made in the Client's ITORS Account Application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that the Member has agreed to provide the Member's ITORS Service to the Client on the basis, inter alia, of the statements made in the Client's ITORS Account Application.
- 11.2 The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals etc. which are susceptible to interruptions and dislocations; and the Member's ITORS Service may at any time be unavailable without further notice. The Member and the Exchange do not make any representation or warranty that the Member's ITORS Service will be available to the Client at all times without without any interruption. The Client agrees that he shall not have any claim against the Exchange or the Member on account of any suspension, interruption, non-availability or malfunctioning of the Member's ITORS System or Service or the Exchange's service or systems for any reason whatsoever.
- 11.3 The Client has the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing his obligations and undertakings hereunder.

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| Client's Sign | | |
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- 11.4 All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to this Agreement with all applicable laws, shall be completed by the Client prior to such transaction being entered into.
- 11.5 The Client shall abide by the Exchange Provisions and the terms of the Member's ITORS Website in force from time to time.
- 11.6 Any instructions given by an authorised representative of the Client to the Member (or to the Member's representative) shall be binding on the Client.

12. REPRESENTATIONS AND WARRANTIES OF THE MEMBER:

The Member represents and warrants to the Client that:

The Member's ITORS System has been approved by the Exchange. Where the ITORS system has not been approved by the Exchange, the Member has applied/proposes to apply to the Exchange to approve the said ITORS System and the Member will commence the Member's ITORS Service only after the Exchange has approved the Member's ITORS System.

13. MARKET DATA

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

14. NOTICES

14.1 Any notice or other communication to be given by any party to the other in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by e-mail to the adresses at the address or (as the case may be), the e-mail or facsimile number (if any), of that party as mentioned above at the start of the agreement or the parties may have notified the other in accordance with the provisions of this Clause. Notwithstanding anything stated above, communication relating to orders, margins maintenance calls and other similar matters in the ordinary course of dealings between the Member and the Client may be communicated orally.

15. EXTRAORDINARY EVENTS

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

16. AMENDMENT TO AGREEMENT

The Client understands and agrees that the Member may discontinue his ITORS Service in part or in its entirely and change the terms of the Service (including the terms on the Member's ITORS Website) at any time and from time to time, without prior notice.

17. TERMINATION OF AGREEMENT:

- 17.1 The Client agrees that the Member may at any time terminate this Agreement. The Client is aware and accepts that in view of the nature of the transactions and dealings involved in providing the Service it may not be possible for the Member to give advance notice of such termination or suspension to the Client.
- 17.2 The Client may at any time terminate this Agreement by not less than seven days notice to the Member, provided that unless the Member otherwise permits, the Client shall not be entitled to terminate this Agreement so long as any amount is payable or securities are deliverable by the Client to the Member.

| Kham | hatta | Securities | Limited |
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- 17.3 The termination of this Agreement shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination.
- 17.4 The provisions of Clauses 14, 20 and 21 of this Agreement shall survive the termination of this Agreement.

18. SEVERABILITY

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

19. WAIVER

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

20. LAW AND JURISDICTION

- 20.1 This Agreement shall be governed by the construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause 21, the courts at Mumbai, India shall have jurisdiction over this Agreement and the arbitration proceedigns in relation to the Agreement.
- 20.2 This Agreement and all contracts and transactions between the Member and the Client pursuant hereto shall be subject to the Exchange Provisions, the Rules, Bye-laws, Regulation and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made thereunder and as amended from time to time.

21. DISPUTE RESOLUTION

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

| Client Name : | | M/s. | KHAMBATTA SECURITII | ES LIMITED | |
|---------------|---------------------------|-----------|---------------------|---------------------------|-----------|
| rg- | | | | | |
| Clie | ent's Sign: | | Direc | ctor/Authorised Signatory | |
| | | | | | |
| | Name & Address of Witness | Signature | | Name & Address of Witness | Signature |
| 1. | | | 1. | | |
| 2. | | | 2. | | |

SUPPLEMENTARY AGREEMENT BETWEEN STOCK BROKER & CLIENT (NSE)

| (This agreement forms part & parcel of the agreement between Stock Broker and Client) | |
|--|---|
| This agreement is made at this day of between KHAMBATTA SECURITIES LTD. (member of National Stock Exchange of India Ltd. with SEBI Registration No.:INB230977531/INF230977531/INE230977531), hereinafter called MEMBER and having its registered office at #1 Gr.Flr., 7/10 Botawala Bldg., 9 Bank Street, Horniman Circle, Mumbai-400 00 1, | I |
| And | |
| Mr./Ms./M/s a individual/company/ trust/firm or any other body duly formed and registered under the relevant Act, hereinafter called the CLIENT , having its residence/registered office at | I |
| WITNESSTH: | |
| Whereas the MEMBER is registered as TRADING MEMBER of National Stock Exchange of India ltd. with SEBI Registration No.: INB230977531/INF230977531/INE230977531. | |
| Whereas the CLIENT is desirous of investing/trading in those securities admitted for dealing on the Exchange as defined in the Bye-laws of the Exchange. | |
| Whereas the CLIENT has satisfied itself of the capability of the MEMBER to deal in securities and wishes to execute his orders through him and the CLIENT shall continue to satisfy itself of such capability of the MEMBER before executing orders through him. | |
| Whereas the MEMBER has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the CLIENT and investment objectives relevant to the services to be provided. | |
| Whereas the MEMBER has taken steps and shall take steps to make the CLIENT aware of the precise nature of the MEMBER's liability for business to be conducted, including any limitations on that liability and the capacity in which it acts. | |
| In consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms and conditions : | |
| 1. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations and guidelines issued by SEBI and Stock Exchange rules, regulations and Bye-laws that may be in force from time to time. | |
| 2. In the event of death or insolvency of the client or his otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, MEMBER may close out the transaction of the client and the client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom. | |
| 3. The agreement entered into between the MEMBER and the CLIENT shall stand terminated by mutual consent of the parties by giving at least one month written notice. Such cancellation or termination shall not have any effect on transaction executed before the date of such notice of termination and the parties shall enjoy the same rights and shall have same obligations in respect of such transactions. | |
| 4. The instructions issued by an authorized representative of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the client. | |
| 5. The CLIENT is aware that authentication technologies and strict security measures are required for the internet trading through order routed system and undertakes to ensure that the password of the CLIENT and/or his authorised representative are not revealed to any third party. | |
| 6. The CLIENT agrees that the MEMBER shall not be liable or responsible for non-execution of the orders of the CLIENT due to any link/system failure at the CLIENT/ MEMBERS/EXCHANGE end. | |
| Khambatta Socurities Limited | |

| 8. I | | | | | |
|----------------|---|---|---------------------------------|---|---|
| 9. | The CLIENT is aware that the MEMBER has provided on the web site a facility for reconfirmation of orders, which are larger than that specified by the MEMBER's risk management, by the MEMBER and is also aware that the MEMBER has the discretion to reject the execution of such orders based on his risk perception. | | | | |
| 10. | O. The Member and the Client are aware of the provisions of Bye-laws, Rules and regulations of the Exchange relating to resolution of disputes/differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions. | | | | |
| | All trades, transactions and contract shall be deemed to be and shall ta Mumbai and the parties to such tradiumbai for the purpose of giving e | ke effect as whole ade shall be deen effect to the provis | lly mad ned to l sions of | e, entered into and to be performate submitted to the jurisdiction the Rules and Regulations of the | ned in the city of a of the Courts in Exchange. |
| | WITNESS THEREOF, the parties to tabove written. | agreement have | caused | these presents to be executed as o | f the day and year |
| Cli | ent Name : | | M/s. | KHAMBATTA SECURITI | FS LIMITED |
| ß Cli | ent's Sign: | | | ctor/Authorised Signatory | |
| | | Signature | | | Signature |
| | ent's Sign: | Signature | | ctor/Authorised Signatory | |

7. The Stock Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, MEMBER shall be entitled to cancel relative contract(s) with CLIENT.

Consent to receive the Contract Note / Trade Confirmations by E-mail

To,

Khambatta securities Ltd.,

#1 Ground Floor, 7/10, Botawala Building,

9 Bank Street, Horniman Circle, Fort, Mumbai - 400 001. INDIA

I hereby consent to receive the contract note/trade confirmations of the trades executed by me, bills & account statements thereof, notices, circulars, amendments and such other correspondence or documents in electronic form duly authenticated by means of a digital signature as specified in the Information Technology Act 2000 and the Rules made there under, to any of my self created Email Ids mentioned below –

| Email Id – 1 | X |
|--------------|---|
| Email Id – 2 | X |
| Email Id – 3 | X |

I further hereby consent to the following:

- 1. That the Member shall fulfill its legal obligation if the aforesaid documents are sent electronically to anyone of the said e-mail ids.
- 2. I shall communicate the change in e-mail id, if any, to you through a duly signed physical letter
- 3. I undertake to check contract notes, bills on regular basis and bring the discrepancies to your notice within 24 hours of the execution of the trade or on receipt of the said statements.
- 4. Non verification or not accessing the contract notes on regular basis from my part shall not be a reason for disputing the contract note at any time.
- 5. That Member will not be responsible for non receipt of documents sent via electronic delivery due to change in email address as mentioned above or for any other reason which inter alia include the malfunction of my and computer system / internet connection etc.
- 6. That the non-receipt of bounced mail notification by Member shall amount to delivery of the documents at my E-mail ID.
- 7. That the Member shall not take cognizance of out-of office / out of station auto replies and I/We shall be deemed to have received such electronic mails.

| Yours faithfully, | |
|-------------------|-----------------------|
| Client Name : | Client Signature :_ 🖾 |
| | |
| Client Code : | Date : |

INVESTORS, WATCH OUT! WE CARE FOR YOU PLEASE CHECK BEFORE YOU INVEST

DOs

The Stock Indices are touching new highs on the back of surging volumes. More and more investors are investing / trading in the stock markets than ever before. It is therefore imperative for the investors to follow the Dos and Don'ts in general while dealing in the stock market. As there are attendant risks associated with it.

Given below are the Dos and Don'ts in general for investors who are dealing in Stock markets.

- 1. Always deal with the market intermediaries registered with SEBI / Exchanges.
- 2. Give clear and unambiguous instructions to your broker / agent / depository participant.
- 3. Always insist on contract notes from your Broker. In case of doubt of the transactions, verify the genuineness of the same on the Exchange website.
- 4. Always settle the dues through the normal banking channels with the market intermediaries.
- 5. Before placing an order with the market intermediaries please check about the credentials of the companies, its management. its fundamentals and recent announcements made by them and various other disclosures made under various Regulations. The sources of information are the websites of Exchanges and companies, databases of data vendor, business magazines etc.
- 6. Adopt trading / investment strategies commensurate with your Risk bearing capacity as all investments carry risk, the degree of which varies according to the investment strategy adopted.
- 7. Please carry out due-diligence before registering as client with any Intermediary. Further, the investors are requested to carefully read and understand the contents stated in the Risk Disclosure Document. which forms part of investor registration requirement for dealing through brokers in Stock Market.
- 8. Be cautious about stocks, which show a sudden spurt in price or trading activity, especially low price stocks.
- 9. Please be informed that there are no guaranteed returns on investment in stock markets.

Don'ts

- 1. Don't deal with unregistered brokers / sub-brokers, intermediaries.
- 2. Don't deal based on rumours generally called 'rips'.
- 3. Don't fall prey to promises of guaranteed returns.
- 4. Don't get misled by companies showing approvals / registrations from Government agencies as the approvals could be for certain other purposes and not for the securities you are buying.
- 5. Don't leave the custody of your Demat Transaction slip book in the hands of any Intermediary.
- 6. Don't get carried away with onslaught of advertisements about the financial performance of Companies in print and electronic media.
- 7. Don't blindly follow media reports on corporate developments, as they could be misleading.
- 8. Don't blindly imitate investment decisions of others who may have profited from their investment decisions.

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| Clients Sign | |

AUTHORITY LETTER

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| |
| to execute / buy / sell / modify orders through Markets. These transactions will be fully honoured by me. Any insaction will be at my own cost/risk and consequences of the ext / accept all the contract notes / cheques and sign the second |
| consequences and will honour the same in full. |
| |
| Signs as |
| Signature |
| |

| To, |
|--|
| Client Name: |
| Address |
| |
| |
| |
| |
| Date: |
| |
| Dear Sir / Ma'am, |
| Re: Securities Account Opening |
| We welcome you to KHAMBATTA SECURITIES LIMITED and thank you for opening maintaining your account with us for the purpose of dealing in securities. |
| Please quote the following Trading code while placing orders & any other future correspondence with u |
| Your Trading Code is: |
| Please acknowledge the enclosed copy of the documents executed by us, as confirmation of the same. |
| Assuring you of our best attention and services at all times, |
| Thanking you, |
| Yours Truly, |
| For M/s. KHAMBATTA SECURITIES LIMITED |
| |
| |
| Director / Authorised Signatory |
| |

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| From | |
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| | |
| | |
| | |
| To, | |
| Khambatta securities Ltd., #1 Ground Floor, 7/10, Botawala Building, | |
| 9 Bank Street, Horniman Circle, Fort, Mumbai - 400 (| 001. INDIA |
| | |
| Sub: Acknowledgement Copy of Client for | or Receipt of Complete Set of KYC Documents |
| I hereby confirm that, I have received below mentioned annexure/documents etc. mentioned/attached in this K | copy of complete set of KYC form – agreement and all other CYC form for my record purpose. |
| 1. BSE/NSE Member Client Agreement (BSE/NS | E-MCA) / Tripartite Agreement (BSE/NSE) |
| Combined Risk Disclosure Document (RDD) Know Your Client (KYC) Form - for Individual | / Proprietor's /Karta |
| OR 3. Know Your Client (KYC) Form - For Non Indi | vidual |
| 4. Policies & Procedures | |
| 5. Consent Letter to receive Contract Note/Trade6. Non-Mandatory Clauses - Addendum to agreen | • |
| 7. Running Account Letter | |
| 8. Authority Letter9. Do's and Don'ts | |
| 10. Supplementary Agreement between Stock Brol11. Welcome Letter alongwith UCC. | xer & Client ITORS (BSE)/Internet Trading (NSE) |
| Yours Truly, | |
| Client's Name: | |
| | |

Client's Sign:

Date: _____

POLICIES AND PROCEDURE FOR PREVENTION OF MONEY LAUNDERING (As per the requirements of the PMLA Act 2002)

1. Firm Policy

It is the policy of the firm to prohibit and actively prevent money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities. Money laundering is generally defined as engaging in acts designed to conceal or disguise the true origins of criminally derived proceeds so that the unlawful proceeds appear to have derived from legitimate origins or constitute legitimate assets.

2. Principal Officer Designation and Duties

The firm has a Principal Officer for its Anti-Money Laundering Program, who takes full responsibility for the firm's AML program and is qualified by experience, knowledge and training. The duties of the Principal Officer will include monitoring the firm's compliance with AML obligations and overseeing communication and training for employees. The Principal Officer will also ensure that proper AML records are kept. When warranted, the Principal Officer will ensure filing of necessary reports with the Financial Intelligence Unit (FIU – IND)

3. Customer Identification and Verification and Client Special Categorization

At the time of opening an account or executing any transaction with it, the firm will verify and maintain the record of identity and current address or addresses including permanent address or addresses of the client, the nature of business of the client and his financial status as under

| Constitution of Client | Proof of Identity | Proof of Address | Others |
|-------------------------------|--|-----------------------------------|---|
| Individual | 1. PAN Card | 2. Copy of Bank Statement, etc | 3. N.A. |
| Company | 4. PAN Card 5. Certificate of incorporation 6. Memorandum and Articles of Association 7. Resolution of Board of Directors | 8. As above | 9. Proof of Identity of the Directors/Others authorized to trade on behalf of the firm |
| Partnership Firm | 10. PAN Card 11.Registration certificate 12.Partnership deed | 13. As above | 14. Proof of Identity of the Partners/Others authorized to trade on behalf of the firm |
| Trust | 15. PAN Card 16. Registration certificate 17. Trust deed | 18. As above | 19. Proof of Identity of the Trustees/ others authorized to trade on behalf of the trust |
| AOP/ BOI | 20. PAN Card 21.Resolution of the managing body 22. Documents to collectively establish the legal existence of such an AOP/ BOI | 23.As above | 24. Proof of Identity of the Persons authorized to trade on behalf of the AOP/ BOI |

- 25. If a potential or existing customer either refuses to provide the information described above when requested, or
- appears to have intentionally provided misleading information, our firm will not open the new account.

 26. All PAN Cards received will verified form the Income Tax/ NSDL website before the account is opened

 27. The firm will maintain records of all identification information for ten years after the account has been closed

 28. As per the policy of the Company following factors are of Risk perception are being considered with regards to client's location, address, nature of business, trading turnover and manner of making payments so that the clients can be classified in to "High Risk", "Medium Risk" and "Low Risk" category.

Maintenance of records

The Principal Officer will be responsible for the maintenance for following records:

- all cash transactions of the value of more than rupees ten lakhs or its equivalent in foreign currency;
- all series of cash transactions integrally connected to each other which have been valued below rupees ten lakhs or its equivalent in foreign currency where such series of transactions have taken place within a month;
- all cash transactions where forged or counterfeit currency notes or bank notes have been used as genuine and
- where any forgery of a valuable security has taken place; all suspicious transactions whether or not made in cash which, to a person acting in good faith
 - gives rise to a reasonable ground of suspicion that it may involve the proceeds of crime; or
 - appears to be made in circumstances of unusual or unjustified complexity; or
 - appears to have no economic rationale or bonafide purpose; or
 - gives rise to a reasonable ground of suspicion that it may involve financing of the activities relating

The records shall contain the following information:

- the nature of the transactions;
- the amount of the transaction and the currency in which it was denominated;
- the date on which the transaction was conducted; and
- the parties to the transaction.

The records will be updated on daily basis, and in any case not later than 5 working days

5. Monitoring Accounts For Suspicious Activity

The firm will monitor through the automated means of Back Office Software for unusual size, volume, pattern

or type of transactions. For non automated monitoring, the following kinds of activities are to be mentioned as Red Flags and reported to the Principal Officer.

- The customer exhibits unusual concern about the firm's compliance with government reporting requirements and the firm's AML policies (particularly concerning his or her identity, type of business and assets), or is reluctant or refuses to reveal any information concerning business activities, or furnishes unusual or suspicious identification or business documents.
- The customer wishes to engage in transactions that lack business sense or apparent investment strategy, or are inconsistent with the customer's stated business or investment strategy.
- The information provided by the customer that identifies a legitimate source for funds is false, misleading, or substantially incorrect.
- Upon request, the customer refuses to identify or fails to indicate any legitimate source for his or her funds and other assets.
- The customer (or a person publicly associated with the customer) has a questionable background or is the subject of news reports indicating possible criminal, civil, or regulatory violations.
- The customer exhibits a lack of concern regarding risks, commissions, or other transaction costs.
- The customer appears to be acting as an agent for an undisclosed principal, but declines or is reluctant, without legitimate commercial reasons, to provide information or is otherwise evasive regarding that person
- The customer has difficulty describing the nature of his or her business or lacks general knowledge of his or her industry.
- The customer attempts to make frequent or large deposits of currency, insists on dealing only in cash, or asks for exemptions from the firm's policies relating to the deposit of cash.
- The customer engages in transactions involving cash or cash equivalents or other monetary instruments that appear to be structured to avoid the Rs.10,00,000 government reporting requirements, especially if the cash or monetary instruments are in an amount just below reporting or recording thresholds.
- For no apparent reason, the customer insists for multiple accounts under a single name or multiple names, with a large number of inter-account or third-party transfers.
- The customer engages in excessive journal entries between unrelated accounts without any apparent business
- The customer requests that a transaction be processed to avoid the firm's normal documentation requirements.
- The customer, for no apparent reason or in conjunction with other red flags, engages in transactions involving certain types of securities, such as Z group and T group stocks, which although legitimate, have been used in connection with fraudulent schemes and money laundering activity. (Such transactions may warrant further due diligence to ensure the legitimacy of the customer's activity.)
- The customer's account shows an unexplained high level of account activity
- The customer maintains multiple accounts, or maintains accounts in the names of family members or corporate entities, for no apparent purpose.
- The customer's account has inflows of funds or other assets well beyond the known income or resources of the

When a member of the firm detects any red flag he or she will escalate the same to the Principal Officer for further investigation

Broad categories of reason for suspicion and examples of suspicious transactions for an intermediary are indicated as under:

- i. Identity of Client
 - False identification documents
 - Identification documents which could not be verified within reasonable time
 - Non-face to face client
 - Doubt over the real beneficiary of the account
 - Accounts opened with names very close to other established business entities
- ii. Suspicious Background
 - Suspicious background or links with known criminals
- iii. Multiple Accounts
 - Large number of accounts having a common account holder, introducer or authorized signatory with no
 - Unexplained transfers between multiple accounts with no rationale
- iv. Activity in Accounts

 - Unusual activity compared to past transactions Use of different accounts by client alternatively
 - Sudden activity in dormant accounts
 - Activity inconsistent with what would be expected from declared business
 - Account used for circular trading
- Nature of Transactions
 - Unusual or unjustified complexity
 - No economic rationale or bonafide purpose Source of funds are doubtful

 - Appears to be case of insider trading

 - Investment proceeds transferred to a third party Transactions reflect likely market manipulations Suspicious off market transactions
- vi. Value of Transactions
 - Value just under the reporting threshold amount in an apparent attempt to avoid reporting Large sums being transferred from overseas for making payments

 - Inconsistent with the clients apparent financial standing

- Inconsistency in the payment pattern by client

- Block deal which is not at market price or prices appear to be artificially inflated/deflated

6. Reporting to FIU IND

For Cash Transaction Reporting

• All dealing in Cash that requiring reporting to the FIU IND will be done in the CTR format and in the matter and at intervals as prescribed by the FIU IND

For Suspicious Transactions Reporting

We will make a note of Suspicion Transaction that have not been explained to the satisfaction of the Principal Officer and thereafter report the same to the FIU IND and the required deadlines. This will typically be in cases where we know, suspect, or have reason to suspect:

- the transaction involves funds derived from illegal activity or is intended or conducted in order to hide or disguise funds or assets derived from illegal activity as part of a plan to violate or evade any the transaction reporting requirement,
- the transaction is designed, whether through structuring or otherwise, to evade the any requirements of PMLA Act and Rules framed thereof
- the transaction has no business or apparent lawful purpose or is not the sort in which the customer would normally be expected to engage, and we know, after examining the background, possible purpose of the transaction and other facts, of no reasonable explanation for the transaction, or
- the transaction involves the use of the firm to facilitate criminal activity.

We will not base our decision on whether to file a STR solely on whether the transaction falls above a set threshold. We will file a STR and notify law enforcement of all transactions that raise an identifiable suspicion of criminal, terrorist, or corrupt activities.

All STRs will be reported quarterly to the Board of Directors, with a clear reminder of the need to maintain the confidentiality of the STRs

We will not notify any person involved in the transaction that the transaction has been reported, except as permitted by the PMLA Act and Rules thereof.

7. AML Record Keeping

i. STR Maintenance and Confidentiality

We will hold STRs and any supporting documentation confidential. We will not inform anyone outside of a law enforcement or regulatory agency or securities regulator about a STR. We will refuse any requests for STR information and immediately tell FIU IND of any such request we receive. We will segregate STR filings and copies of supporting documentation from other firm books and records to avoid disclosing STR filings. Our Principal Officer will handle all requests or other requests for STRs.

ii. Responsibility for AML Records and STR Filing

Principal Officer will be responsible to ensure that AML records are maintained properly and that STRs are filed as required

iii. Records Required

As part of our AML program, our firm will create and maintain STRs and CTRs and relevant documentation on customer identity and verification. We will maintain STRs and their accompanying documentation for at least ten years.

8. Training Programs

We will develop ongoing employee training under the leadership of the Principal Officer. Our training will occur on at least an annual basis. It will be based on our firm's size, its customer base, and its resources.

Our training will include, at a minimum: how to identify red flags and signs of money laundering that arise during the course of the employees' duties; what to do once the risk is identified; what employees' roles are in the firm's compliance efforts and how to perform them; the firm's record retention policy; and the disciplinary consequences (including civil and criminal penalties) for non-compliance with the PMLA Act.

We will develop training in our firm, or contract for it. Delivery of the training may include educational pamphlets, videos, intranet systems, in-person lectures, and explanatory memos.

We will review our operations to see if certain employees, such as those in compliance, margin, and corporate security, require specialized additional training. Our written procedures will be updated to reflect any such changes.

9. Program to Test AML Program

- i. Staffing: The testing of our AML program will be performed by the Statutory Auditors of the company
- ii. Evaluation and Reporting: After we have completed the testing, the Auditor staff will report its findings to the Board of Directors. We will address each of the resulting recommendations.

10. Monitoring Employee Conduct and Accounts

We will subject employee accounts to the same AML procedures as customer accounts, under the supervision of the Principal Officer. We will also review the AML performance of supervisors, as part of their annual performance review. The Principal Officer's accounts will be reviewed by the Board of Directors

11. Confidential Reporting of AML Non-Compliance

Employees will report any violations of the firm's AML compliance program to the Principal Officer, unless the violations implicate the Principal/Compliance Officer, in which case the employee shall report to the Chairman of the Board. Such reports will be confidential, and the employee will suffer no retaliation for making them.

12. Board of Directors Approval

We have approved this AML program as reasonably designed to achieve and monitor our firm's ongoing compliance with the requirements of the PMLA and the implementing regulations under it.

For M/s. Khambatta Securities Limited

Anti Money Laundering & Combating Financing of Terrorism (CFT)

The Financial Intelligence Unit-INDIA (FIU-IND) along with SEBI has come out with Prevention of Money Laundering Act, 2002 in INDIA to put a legal framework to identify and control financing of terror activity through money laundering and other illegal activities.

Money laundering has now become one of the major concerns of international financial community. Money Laundering is not just an attempt to disguise money derived from illegal activities. Rather, money laundering is involvement in any transaction or series of transactions that seek to conceal or disguise the nature or source of proceeds derived from illegal activities, including drug trafficking, terrorism, organized crime, fraud and many other crimes.

The objective is to have a system in place for preventing any money laundering financial transactions through stock brokers and also to identify, monitor and report any such transaction to appropriate authorities.

With a view to instill greater transparency and discipline in the dealings between the clients and the stock brokers, it has been decided, in consultation with Investor Associations, Secondary Market Advisory Committee of SEBI (SMAC), market participants and major stock exchanges, that the stock brokers shall comply with the requirements and derive a policy encompassing Customer Acceptance/Client Identification Program and Risk Categorization.

SEBI has issued a Master Circular No. ISD/AML/CIR-1/2010 dated 12th February, 2010 which consolidates all the requirements/obligations issued with regard to AML/CFT. Khambatta Securities Ltd. Being a Stock Broker and a Depository Participant needs to adhere to the same.

[http://www.sebi.gov.in/circulars/2010/mastercircular/MasterCircular.pdf; http://www.sebi.gov.in] \

The objective is to have in place adequate policies, practices and procedures that promote high ethical and professional standards and prevent the Company from being used, intentionally or unintentionally, by criminal elements. KYC Standards and Anti Money Laundering Measures would enable the Company to know/understand the financial dealings of its customers, the beneficial owners, the principals behind customers who may be acting as agents which in turn will help the Company to manage its risks prudently. The management of the company is fully committed to establish appropriate policies and procedures for ensuring effectiveness and compliance with respect to all relevant legal requirements.

In view to spread awareness amongst the clients we have tried and highlighted some important points herein below. We expect the co-operation of our clients in this regard and update their KYC details submit financial details from time to time/as and when required by law.

What is Money Laundering?

- Money Laundering can be defined as engaging in financial transaction that involve income derived from
 criminal activity, transactions designed to conceal the true origin of criminally derived proceeds and appears
 to have been received through legitimate sources/origin.
- Mode to insert dirty money in the financial system.
- This is done in three phases
- Placement: Initial stage in which cash proceeds from criminal activities is placed in financial institutions.
- Layering: Process of conducting a complex series of financial transactions, with the purpose of hiding the origin of the money from the criminal activities.
- Integration: Final stage in the re-injection of the laundered proceeds back into the economy in such a way that they re-enter the financial system as normal business funds.

Prevention of Money Laundering Act, 2002 [http://fiuindia.gov.in/pmla2002.html]

- Prevention of Money Laundering Act, 2002 (PMLA) came into force with effect July 01, 2005.
- PMLA forms the core of the legal framework put In place by India to combat money laundering.
- PMLA defines money laundering offence and provides for the freezing, seizure and confiscation of the proceeds of crime.
- Financial Intelligence Unit-India(FIU-IND) established in 2004 by the Government of India.
- FIU-IND acts as a central repository for maintaining national database of reports submitted by reporting entities & has power to investigate.

Consequences of Money Laundering

- Finances terrorism.
- Encourages crime.
- Endangers society at large.
- Weakening of macro economic factors of country.
- Affecting the integrity of the financial system.
- Reduction of government control on economy.
- Weakening of law &order.

Objectives of AML/ CFT Programme

- Ensuring that financial institutions are not vulnerable to infiltration or abuse by organized crime groups.
- Building capacity to fight terrorism and trace terrorist money.
- Meeting binding international obligations and avoiding the risk of sanctions or other actions by the international community.
- Avoid becoming heaven for criminals.
- Securing a more transparent and stable financial system that is attractive to foreign investors.

Obligation of the Customer

- Provide complete details during KYC process viz., address proof, identity proof, PAN, Income/Financial Details, etc.
- Periodically update contact details.
- Periodically update financial details.
- To submit relevant documents as requested from time to time.

A Khambatta Securities Ltd's Investor Awareness Initative...

Policy for Prevention of Insider Trading of M/s.KHAMBATTA SECURITIES LIMITED [In Terms of SEBI (Prohibition of Insider Trading) Regulations, 1992)]

Introduction

This policy aims to define and establish M/s.**KHAMBATTA SECURITIES LIMITED** (herein after referred to as "Stock Broker"), position and rules with respect to:

- Prevention of Insider trading of securities;
- Adherence to Securities and Exchange Board of India's ('SEBI') applicable guidelines by all Connected or Deemed Connected persons including Director, Officer and Designated Employee for prevention of Insider trading.

Stock Broker is committed to the preserving the confidentiality and preventing the **misuse of any un-published price sensitive information.** Stock Broker is further committed to adherence to all applicable laws and regulations set forth by the Securities and Exchange Board of India ("SEBI") or the Stock Exchanges with regards to prevention of Insider trading. Trading on insider information is not only illegal, but also tarnishes Stock Broker's corporate credibility. Stock Broker is committed to ensuring transparency and fairness in dealing with all stakeholders of the Stock Broker.

Definitions of some of the key terms used in this policy are given below:

- i. "Insider Trading" means when insiders use unpublished price sensitive information to arrive at securities trading/dealing (including buying as well as selling) decisions, the action is referred to as insider trading;
- ii. "Insider" means any person who is or was a "Connected Person" or a "Deemed Connected Person" and who is reasonably expected to have access to unpublished price sensitive information in respect of securities of the Company or who has received or has had access to such unpublished price sensitive information;
- iii. "Connected Persons" means any person who is:
 - A Director of the Company;
 - An Officer or Designated Employee of Company;
 - Has a professional or business relationship with the Company, such that he/she may be reasonably expected to have access to price sensitive information in relation to the Company, which includes but not limited to the Legal Advisors, Solicitors, Auditors, Consultants and Tax Advisors;
- v. "Deemed Connected Persons" means and includes:
 - Dependent family members of Connected Persons;
 - Any group Company, Company under the same management or subsidiary of the Company;
 - Bankers of the Company;
 - Merchant banker, share transfer agent, registrar to an issue, debenture trustee, broker, portfolio manager, investment advisor, sub-broker or any employee thereof having a fiduciary relationship with the Company;
 - Trustees of any trust the beneficiaries of which include any of the Connected Persons;
 - Trustees of any trust who are conferred with the Power of Attorney to act on behalf of beneficiaries in respect of securities of the Company;
 - Any person who was a Connected Person, whether temporary or permanent six months prior to an act of insider trading;
 - Any other person or category of persons mentioned in Regulation 2 of the SEBI (Prohibition of Insider trading) Regulations, 1992.
- vi. "Dependent Family Members" shall mean spouse, dependent parents and dependent children and any other person dependant on the Officer and Designated Employee;
- vii. "Officer of a Company" means any person as defined in clause (30) of section 2 of the Companies Act, 1956 (1 of 1956) including an auditor of the Company;
- viii. "Designated Employee" shall mean:
 - Manager and above in the Finance, Accounts, Secretarial and Corporate Communications departments;
 - Such employees designated and notified by the Compliance Officer from time to time with the approval

of the Managing Director;

- ix. "Dealing in Securities" means an act of subscribing, buying, selling or agreeing to subscribe, sell or deal in any securities either as principal or agent;
- x. "Price Sensitive Information" shall mean any information which relates directly or indirectly to Company and which if published is likely to materially affect the price of securities of Company.

The following shall be deemed to be price sensitive information:

- · Periodical financial results of the Company;
- · Intended declaration of dividends (both interim and final);
- · Issue of securities or buy-back of securities;
- · Any major expansion plans or execution of new projects;
- · Amalgamation, mergers or takeovers;
- · Disposal of the whole or substantial part of the undertaking;
- · Any significant changes in policies, plans or operations of the Company;
- xi. "Unpublished" means information which is not published by the Company or its agents and is not specific in nature.
- xii. "Compliance Officer" means an officer appointed by the Board for the purpose of monitoring, observing, educating the employees, setting forth the policies and administration of the procedure under the overall supervision of the Managing Director of the Stock Broker in relation to Compliance with this policy.

Words and expressions not defined in these Regulations shall have the same meaning as contained in SEBI (Prohibition of Insider Trading) Regulations, 1992 or the Securities and Exchange Board of India Act, 1992.

For M/s. KHAMBATTA SECURITIES LIMITED

Directors/Authorised Signatory

Checklist of Documents Required for Opening Trading Account. FOR OFFICIAL USE ONLY

| | Mandatory Checks | Branch/Executive | HOD |
|----|---|------------------|-----|
| 1 | One set of relevant documents (Photo ID, bank and address proof) Duly signed (original) by the client (mandatory) | | |
| 2 | Please ensure that signatures of the client obtained on all the locations specified | | |
| 3 | All the details (name address, PAN number etc) must be filled and form is complete in all respects | | |
| 4 | Name, address, two witness signature (mandatory on the nominee page) | | |
| 5 | Specify the address along with city, state and pin code as it appears in the proofs | | |
| 6 | Please paste (if possible staple) the photograph in the space provided and sign across | | |
| 7 | Copy of cheque/cancelled leaf attached (along with MICR code) | | |
| 8 | Verified against original and In-Person stamp employee name and signature (mandatory) on the proofs | | |
| 9 | All the documents collected are verified with the original and In-person verification has been done | | |
| 10 | Does all the proofs match with the client details mentioned in the forms | | |
| 11 | Brokerage details is filled up in the form | | |
| 12 | HUF declaration letter | | |
| 13 | MOA&AOA, Board resolution, Company PAN card, directors Pan card, | | |
| 14 | Partnership firm deed along with the undertaking letter from the partners | | |
| 15 | PIS approval letter (for NRI account) | | |

| Form No. | |
|-------------|--|
| Client Code | |
| Sub-Broker | |

Know Your Client (KYC Form)

Khambatta Securities Limited

#1 Ground Floor, 7/10, Botawala Building, 9 Bank Street, Horniman Circle, Fort, Mumbai - 400 001. INDIA Tel.: Accounts - 66413344, Dealing - 66413333, Back Office & DP - 66413366 Fax: 66413337

E-mail: stockman@bom3.vsnl.net.in; ksl0599@yahoo.co.in • Website: www.khambattasecurities.com Investors Grievances Email: complaints@khambattasecurities.com

Cash Segment

(Trading cum cleraing Member)

BOMBAY STOCK EXCHANGE LIMITED NATIONAL STOCK EXCHANGE OF INDIA LIMITEDSEBI No.: INB010977538
SEBI No.: INB230977531

Future & Options & Currency Derivatives Segment (Trading Member)

BOMBAY STOCK EXCHANGE LIMITED

NATIONAL STOCK EXCHANGE OF INDIA LIMITED (FO)

SEBI No.: INF010977538
SEBI No.: INF230977531

NATIONAL STOCK EXCHANGE OF INDIA LIMITED (FO)

NATIONAL STOCK EXCHANGE OF INDIA LIMITED (CD)

SEBI No.: INF230977531

SEBI No.: INF230977531

CLEARING MEMBER
FUTURE & OPTIONS
CURRENCY DERIVATIVES SEGMENT
NATIONAL STOCK EXCHANGE OF INDIA LTD.

Axis Bank Limited (UTI Bank Ltd.)
Capital Market Division,
Jeevan Prakash Building, Sir P. M. Road,
Fort, Mumbala 400 001.

F&O SEBI REG NO. INF 231133937 CD SEBI REG NO. INE 231308037 CLEARING MEMBER
FUTURE & OPTIONS SEGMENT
BOMBAY STOCK EXCHANGE LIMITED

Stock Holding Corporation of India Ltd.
Mittal Court, 'B' Wing, 2nd Floor,
224, Nariman Point, Mumbai - 400 021.
Tel: 2202 5938, 2285 2978

SEBI REG NO. INF 011133735

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| 2. | Know Your Client (KYC) Form - For Non Individual As required by SEBI, this Document captures the relevant mandatory information about the client. | 07 - 12 |
| 3. | BSE Member Client Agreement (BSE-MCA) This document contains the agreement between the member of BSE and client & contains the associated terms & conditions to avoid any future litigation between a client and the stock broker. | 13 - 16 |
| 4. | NSE Member Client Agreement (NSE-MCA) This document contains the agreement between the member of BSE and client & contains the associated terms & conditions to avoid any future litigation between a client and the stock broker. | 17 -20 |
| 5. | Combined Risk Disclosure Document (RDD) This Document lists the various risks associated with trading by client on stock exchanges in equity & derivative instruments and also list out the investors' rights & obligations. Clients are requested to read & understand this document. | 21 - 26 |
| 6. | Tripartite Agreement Between Stock Broker, Subbroker and Client (BSE) As required by SEBI, this Document captures the relevant mandatory information about the Stock Broker, Subbroker and Client. | 27 - 30 |
| 7. | Tripartite Agreement Between Stock Broker, Subbroker and Client (NSE) As required by SEBI, this Document captures the relevant mandatory information about the Stock Broker, Subbroker and Client. | 31 - 34 |
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