

Form No.

# Individual Client Relationship Form

Client Type	<input type="checkbox"/> IDBI Bank Client	<input type="checkbox"/> Other Bank Alliance Client
Account Type	<input type="checkbox"/> Online Account	<input type="checkbox"/> Offline Account
Client's Risk Assessment Profile	<input type="checkbox"/> Low	<input type="checkbox"/> Medium <input type="checkbox"/> High

Mr. / Ms.

--

Client Code No.

--

Demat Account No.

--

CKYC No.

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## Margin/Account opening payment details

Bank Name		Drawn On	
Account No.		Date of cheque Deposit	
CMS Deposit Slip No.			

Source/FOS/Agent/Business Associate Code	
FOS/Agent/BA Name	
Relationship Manager Name	
Relationship Manager Employee Code	

VERSION - 3.3 - August - 2024

**IDBI Capital Markets & Securities Ltd.**

Registered Office: 6th Floor, IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai - 400 005.

Tel.: 1800 200 3388, 022-69775000. Fax: 022-22151787. E-mail: info@idbidirect.in / custcare@idbidirect.in

## INDEX OF DOCUMENTS

### MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES

Sr. No.	Document Name	Brief significance of the document	Page No	
1	Account Opening Form	A. KYC form - Document captures the basic information about the constituent.	1 to 7	
		B. Document captures the additional information about the constituent relevant to trading account and DP.		
2	Rights & Obligations	A. Document stating the Rights and Obligations of stock broker/trading member, sub-broker/A.P. and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	Separate copy provided to client. Also made available at <a href="http://www.idbicapital.com">www.idbicapital.com</a>	
		B. NSDL-DP-Rights & Obligations of Beneficial Owner & Depository Participant		
3	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.		
4	Guidance note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.		
5	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s) including tariff for DP Services.		8 - 9
6	FATCA/CRS Form	Information required from Client pursuant to 1 GA signed by government of India to implement FATCA and under common reporting standards of G20.		10 - 11
7	Policies and Procedures	Document describing significant policies and procedures of IDBI Capital.		12 - 14
8	MITC	MITC(Most important terms and conditions)		15

### VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER

1	Voluntary Terms & Conditions	Document captures Additional Voluntary Terms & Conditions specific to IDBI Capital for operational efficiency	15 to 27
2	Running Account Letter	Authorisation from Client for maintaining account on running account basis	27
3	Terms & Conditions for Trading products	The document details the terms and conditions applicable when clients select a specific product/facility offered by IDBI Capital	28
4	Demat debit and pledge instructions	Execution of Demat Debit and Pledge Instruction( DDPI) for transfer of securities towards deliveries / settlement obligations and pledging / repledging of securities	28 - 29
5	Mandate Holder (Bank Mandate)	Addition of Mandate holder in respect of existing Bank Account.	31 - 33
6	Freeze/Unfreeze of Trading Account	Framework for voluntary freezing/blocking online access to trading accounts	34

### IDBI Capital Markets & Securities Ltd.

SEBI Registration No.		Registered / Correspondence office address
BSE	INZ000007237 DATED 29-4-2015	6th Floor, IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai - 400 005. Tel : 022-22171700 FAX : 22151787 Website : <a href="http://www.idbicapital.com">www.idbicapital.com</a> Trading Portal : <a href="http://www.idbidirect.in">www.idbidirect.in</a>
NSE	INZ000007237 DATED 29-4-2015	
NSDL	IN-DP-676-2022	









For any Grievance/Dispute please contact IDBI Capital Markets & Securities Ltd. at 6th Floor, IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai - 400 005. Telephone : 022-3913 5001, E-mail ID : [redressal@idbicapital.com](mailto:redressal@idbicapital.com)

	Name	Telephone	EMAIL ID
Compliance Officer	Mr. Pushkar Balkrishna Vartak	022-22171700	<a href="mailto:compliance@idbicapital.com">compliance@idbicapital.com</a>
MD & CEO	Mr. Kamal Kant Upadhyay	022-22171700	<a href="mailto:md@idbicapital.com">md@idbicapital.com</a>

In case not satisfied with the response, please contact the concerned Stock Exchanges

	Email	Telephone	FAX
BSE	<a href="mailto:is@bseindia.com">is@bseindia.com</a>	91-22-2272 8097	91-22-2272 3677
NSE	<a href="mailto:ignse@nse.co.in">ignse@nse.co.in</a>	91-22-2659 8190	91-22-2659 8191

## IMPORTANT NOTE

 Signature of Client / First Holder	 Signature of Second Holder	 Signature of Third Holder	 Signature of Introducer
 Signature of Guardian	 Authorised Signatory of Member	 Signature of First Witness	 Signature of Second Witness

## IMPORTANT INSTRUCTIONS

1. All details to be filled in Capital Block letters in Black / Blue Ink Only.
2. Email ID & Mobile number is mandatory for account related passwords and transaction details.
3. Corrections in the KYC form should be counter signed. Do not use whitener anywhere in the form.
4. Strike off whichever option in the account opening form is not applicable.
5. All Originals to be produced for physical verification.
6. Name & address of the applicant mentioned on the KYC form should match with the documentary proof submitted.
7. If correspondence & permanent address are different, then proofs for both have to be submitted.
8. NRI resident of United States of America are not permitted to open a trading account.

## KYC CHECKLIST ( PLEASE TICK WHEREVER APPROPRIATE - COPIES OF ALL DOCUMENTS SHOULD BE SELF ATTESTED )

<b>Important Points</b>	1. Self attested copy of PAN card is mandatory	
	2. One colored front face photo (passport size)	
	3. Any POI or POA is in regional language, then translation into English is required	
	4. Sole proprietor must make the application in his individual name & capacity	
<b>Proof of Identity (POI)</b> (Any One)	1. Unique identification number (UID) (Aadhaar)	
	2. Valid Passport (Name, Address & Photo page)	
	3. Voter ID (front and back)	
	4. Valid Driving License (Name, Address & Photo page)	
	5. PAN Card	
	6. Other (Pls. Specify) _____	
<b>Proof of Address (POA)</b> (Any One)  Permanent / Correspondence	1. Valid Passport (Name, Address & Photo page)	
	2. Voter ID (front and back)	
	3. Valid Driving License (Name, Address & Photo page)	
	4. Unique identification number (UID) (Aadhaar)	
	5. Electricity Bill (not more than 3 months old)	
	6. Resident Landline Tel. Bill (not more than 3 months old)	
	7. Registered Flat Sale Agreement of Residence	
	8. Registered Lease/Leave & License Agreement	
	9. Ration Card	
	10. Other (Pls. Specify) _____	
<b>Bank Proof With MICR / IFSC Code</b> ( First Holder Only )	1. Bank Statement / Bank Passbook with cheque leaf (not more than 3 months old)	
	2. Banker's Certificate on letter head of the Bank (ORIGINAL)	
	3. Original Cancelled Personalized Cheque leaf	
<b>Demat Proof</b> (Any One) ( First Holder Only)	1. Client Master (CML copy duly attested by DP)	
	2. DP Statement / Transaction cum Holding Statement	
<b>Proof of Income</b> (Any One)  Mandatory for F&O and Currency Segments ( First Holder Only )	1. Copy of ITR Acknowledgement	
	2. In case of salary income - Salary Slip ( not more than 2 months old )	
	3. Net-worth certificate (Not more than 1 year old)	
	4. Copy of Demat Account Holding Statement	
	5. Bank Account Statement for last 6 months reflecting income	
	6. Annual Accounts	
	7. Any other relevant documents	
	8. Self declaration with Proof	



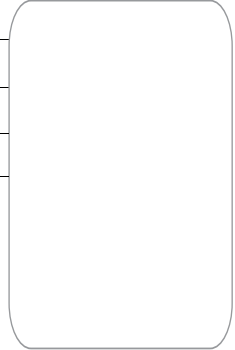
KNOW YOUR CLIENT (KYC) | APPLICATION FORM (FOR INDIVIDUALS ONLY)

Application No. :

Please fill in ENGLISH & in BLOCK LETTERS with black/blue ink & tick the appropriate options

A. PERSONAL DETAILS

1. Name of Applicant	FIRST NAME	MIDDLE NAME	LAST NAME
2. Maiden Name	FOR MARRIED WOMEN ONLY		
3. Father's / Spouse Name	FIRST NAME	MIDDLE NAME	LAST NAME
4. Mother Name			
5. a. Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender		
b. Date of birth	DD / MM / YYYY	c. Marital Status	<input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Others
6. Nationality	<input type="checkbox"/> Indian	7. Status	<input type="checkbox"/> Resident Individual
	<input type="checkbox"/> Other		<input type="checkbox"/> Non Resident
	Please specify,		<input type="checkbox"/> Foreign National
8. PAN	FORM - 60		



9. Specify the proof of identity submitted :

B. ADDRESS DETAILS

1. Residence / Permanent Address			
City/Town/Village		District	
Pin Code	State	Country	
2. Contact/Mobile No		Tel (Res.)	
Tel (Off.)		Email id	

3. Specify the proof of address submitted for Residence / Permanent Address:

4. Current/ Correspondence Address (if difference from above mandatory. For Non-resident applicant mandatory to specify overseas address)			
City/Town/Village		District	
Pin Code	State	Country	

DECLARATION

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it. I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

Place		Signature of Applicant	FH 2/33
Date	DD / MM / YYYY		

FOR OFFICE USE ONLY

I hereby declare that I have met the client personally and verified the person with the photo provided in account opening form (In Person Verification) and have verified all the proofs with original (OSV). I am aware of Civil and Criminal liability that may devolve upon me (irrespective of whether I remain in employment or not) as per law and Company Policies, in the event if false declaration to this effect.

I hereby declare that I have made the client aware of 'Policy & Procedures', Tariff Sheet, 'Rights & Obligations', RDD, Guidance Note and all the non-mandatory documents. Any change in the 'Policy & Procedures', 'Rights & Obligations', RDD and Guidance Note would be made available on our website www.idbicapital.com, for the information of the clients.

Details of Employee	Documents verified with Originals	Client Interviewed By & In-Person Verification done by	
Name & E Code			
Designation			
Date	DD / MM / YYYY	DD / MM / YYYY	
Signature			

UCC Code allotted to the Client \_\_\_\_\_

Signature of Authorised Signatory



IDBI Capital Markets &amp; Securities Ltd.

SECOND HOLDER

1 - PART - A



\* K Y C 2 \*



## KNOW YOUR CLIENT (KYC) | APPLICATION FORM (FOR INDIVIDUALS ONLY)

Please fill in ENGLISH &amp; in BLOCK LETTERS with black/blue ink &amp; tick the appropriate options

Application No. :

## A. PERSONAL DETAILS

1. Name of Applicant	FIRST NAME	MIDDLE NAME	LAST NAME
2. Maiden Name	FOR MARRIED WOMEN ONLY		
3. Father's / Spouse Name	FIRST NAME	MIDDLE NAME	LAST NAME
4. Mother Name			
5. a. Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Transgender		
b. Date of birth	DD / MM / YYYY	c. Marital Status	<input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Others
6. Nationality	<input type="checkbox"/> Indian	7. Status	<input type="checkbox"/> Resident Individual
	<input type="checkbox"/> Other		<input type="checkbox"/> Non Resident
	Please specify		<input type="checkbox"/> Foreign National
8. PAN	FORM - 60		

**PHOTOGRAPH**

Please affix your recent passport and sign across it

9. Specify the proof of identity submitted :

## B. ADDRESS DETAILS

1. Residence / Permanent Address			
City/Town/Village	District		
Pin Code	State	Country	
2. Contact/Mobile No	Tel (Res.)		
Tel (Off.)	Email id		
3. Specify the proof of address submitted for Residence / Permanent Address:			
4. Current/ Correspondence Address (if difference from above mandatory. For Non-resident applicant mandatory to specify overseas address)			
City/Town/Village	District		
Pin Code	State	Country	

## DECLARATION

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

Place		Signature of Applicant
Date	DD / MM / YYYY	

## FOR OFFICE USE ONLY

I hereby declare that I have met the client personally and verified the person with the photo provided in account opening form (In Person Verification) and have verified all the proofs with original (OSV). I am aware of Civil and Criminal liability that may devolve upon me (irrespective of whether I remain in employment or not) as per law and Company Policies, in the event if false declaration to this effect.

I hereby declare that I have made the client aware of 'Policy & Procedures', Tariff Sheet, 'Rights & Obligations', RDD, Guidance Note and all the non-mandatory documents. Any change in the 'Policy & Procedures', 'Rights & Obligations', RDD and Guidance Note would be made available on our website [www.idbicapital.com](http://www.idbicapital.com), for the information of the clients.

Details of Employee	Documents verified with Originals	Client Interviewed By & In-Person Verification done by	
Name & E Code			
Designation			
Date	DD / MM / YYYY	DD / MM / YYYY	
Signature			

# 1 - PART - B

## A. DETAILS OF ACCOUNT HOLDER(S)

Account holder(s)	Sole / First Holder	Second Holder	Third Holder
Name			
Occupation	<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Service <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Forex Dealer	<input type="checkbox"/> Agriculturist <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Others (Please specify; _____)	<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Service <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Forex Dealer

## B. TYPE OF ACCOUNT

Ordinary Resident     
  NRI-Repatriable     
  Foreign National     
  NRI-Non Repatriable     
  Promoter  
 Qualified Foreign Investor     
  Margin     
  Others (Please specify) \_\_\_\_\_

## C. IN CASE OF NRIs/ FOREIGN NATIONALS

RBI Approval Reference Number	RBI Approval date	DD / MM / YYYY
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## D. BANK ACCOUNT DETAILS (BANK 1 WILL BE CONSIDERED FOR PAYOUT OF FUNDS)

Bank 1 Details	Bank 2 Details ( Additional Bank Details )
Bank Name	
Bank Address	
Account No.	
City/Town /Pincode	
Account Type	Savings/Current/Others in case of NRE/NRO
MICR Code	
IFSC Code	
UPI Code	

## E. DEPOSITORY ACCOUNT DETAILS

DP 1 Details	DP 2 Details
Depository <input type="checkbox"/> CDSL <input type="checkbox"/> NSDL	<input type="checkbox"/> CDSL <input type="checkbox"/> NSDL
DP Name	
Client Name	
DP ID	IN300079
BO ID	

## F. TRADING PREFERENCES

I wish to opt the trading preference mentioned in the table below:

Please sign in the relevant boxes where you wish to trade. Please strike off the segment not chosen by you.

Exchanges	NSE, BSE			
All Segments	Cash/ Mutual Fund	F&O	Currency	SLBS

I do not wish to trade in the segment/MF mentioned here-\_\_\_\_\_

I hereby confirm that if in future, I am willing to opt any segment which is currently not selected or opted out then I may do so by giving a separate consent letter.

## G. INFORMATION FOR PREVENTION OF MONEY LAUNDERING ACT, 2002

Gross Annual Income	<input type="checkbox"/> Below 1 lac <input type="checkbox"/> 1-5 Lacs <input type="checkbox"/> 5-10 Lacs <input type="checkbox"/> 10-25 Lacs <input type="checkbox"/> >25 Lacs
Net Worth in ₹	(*Net worth should not be older than 1 year) as on date DD / MM / YYYY

Is the Client Politically Exposed Person (PEP) or Related to a PEP     
 Yes     
 No

## H. INVESTMENT / TRADING EXPERIENCE

Number of years of investment / trading experience  Years

## I. EDUCATIONAL QUALIFICATION

UNDER GRADUATE  GRADUATE  POST GRADUATE  PROFESSIONAL  Others \_\_\_\_\_ (Please Specify)

## J. PAST ACTIONS

Details of any action / proceedings initiated / pending / taken by SEBI / Stock Exchange / Security Exchange / any other authority against the client during the last 3 years:

No  Yes If yes, please specify

## K. INTRODUCER

Status of Introducer  Employee  Existing Client  Others (Specify):

Introducer Name: Emp/Client Code:

Address:

Mobile No:

Signature of the Introducer



## L. DEALING THROUGH AUTHORISED PERSON (AP) / OTHER STOCK BROKERS

If Yes, please specify:

Name of Stock Broker Client Code (as given by other broker)

Name of Exchange

Details of disputes/dues pending from / to such stock broker:

Whether you are a Member / AP of any Exchange

If yes, please provide SEBI/Exchange registration no.

## M. STANDING INSTRUCTIONS

Whether you wish to receive Physical Contract Note (PCN) or Electronic Contract Note (ECN) - Y/N  Electronic  Physical

Whether you wish to avail of the facility of internet trading/ wireless technology - Y/N  Yes  No

Do you wish to opt for BSDA facility (applicable for DP with IDBI Capital) – Y/N  Yes  No

Account to be operated through DDPI – Y/N  Yes  No

I/We authorise you to receive demat credits automatically into my/ our account (applicable for DP with IDBI Capital). – Y/N  Yes  No

I/We authorize for auto pledge confirmation  Yes  No

* SMS Alert facility: (mandatory)	First Holder	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Second Holder	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Third Holder	<input type="checkbox"/> Yes	<input type="checkbox"/> No

## Delivery Instruction Slip (DIS)

To,  
IDBI Capital Markets & Securities Ltd.  
NSDL:- IN300079  
6th Floor, IDBI Tower, WTC Complex,  
Cuffe-Parade, Colaba, Mumbai - 400 005

With reference to my /our application for opening a depository account, I request you to refer the receive Delivery Instruction Slip details:-

Receive Delivery Instruction Slip	<input type="checkbox"/> I/We wish to receive the Delivery Instruction Slip (DIS) booklet with account opening. <input type="checkbox"/> I/We do not wish to receive the DIS booklet with account opening. However, the DIS booklet should be issued to me/ us immediately on my/ our request at any later date.
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\* [Mandatory if you are giving Debit Delivery Pledge Instruction (DDPI), ensure that the mobile number is provided in the KYC Application Form]

\* [To be filled by person seeking to open Demat Account who has given DDPI to operate Demat Account to Stock Broker/ DP/ Port Folio manager]. By default DIS will be given to person who has not opted for DDPI.



## N. GST REGISTRATION DETAILS ( IF AVAILABLE )

Registration No :

Name of the State :

## GUARDIAN DETAILS ( WHERE SOLE HOLDER IS MINOR ):

[For account of a minor, two KYC Application Forms must be filled i.e. one for the guardian and another for the minor (to be signed by guardian)]

Guardian Name		PAN Card	
Relationship of guardian with minor			
Address:			Mobile No:

## NOMINATION OPTION

I/We wish to make a nomination.

[ Details are provided in Nomination Form Prescribed by SEBI ]

I/We do not wish to opt out of make a nomination.

[ Declaration Form opting out of nomination as prescribed by SEBI ]

## MODE OF OPERATIONS FOR JOINT ACCOUNTS

Jointly

Anyone of the holder or survivor(s)

If Mode of Operation for Joint Account is chosen as anyone of the holder or survivor(s), only specified operations such as transfer of securities including Inter-Depository Transfer, pledge / hypothecation / margin pledge / margin re-pledge (creation, closure and invocation and confirmation thereof as applicable) of securities and freeze/unfreeze of account and / or securities and / or specific number of securities will be permitted.

## DECLARATION

1. The rules and regulations of the Depository and Depository Participants pertaining to an account which are in force now have been read by me/ us and I/we have understood the same and I/we agree to abide by and to be bound by the rules as are in force from time to time for such accounts.
2. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or un true or misleading or misrepresenting, I am / we are aware that I/we may be held liable for it.
3. In case non-resident account, I/we also declare that I/we have complied and will continue to comply with FEMA regulations.
4. I/We further confirm having read & understood the contents of the 'Policies & Procedure', 'Rights & Obligations' document(s), 'Risk Disclosure Document & Do's & Don'ts - Guidance note. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on member's designated website i.e www.idbicapital.com

### Notes:

1. All communication shall be sent at the address of the Sole/First holder only.
2. Thumb impressions must be attested by witness or a Magistrate or a Notary Public or a Special Executive Magistrate
3. Signatures other than English or Hindi or any of the other language not contained in the 8<sup>th</sup> Schedule of the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate.
4. The nomination and Declaration form may be signed using e-Sign facility or wet signature and in these cases, witness will not be required.
5. For receiving Statement of Account in electronic form:
  - I. Client must ensure the confidentiality of the password of the email account.
  - II. Client must promptly inform the Participant if the email address has changed.
  - III. Client may opt to terminate this facility by giving 10 days prior notice. Similarly, Participant may also terminate this facility by giving 10 days prior notice.
6. In case of joint account, on death of any of the joint account holders, the surviving account holder(s) has to inform Participant about the death of account holder(s) with required documents within one year of the date of demise.
7. In case if 'first holder' is selected, the communication will be sent as per the preference mentioned at Sr. No. 4. In case 'All joint account holders' is opted, communication to first holder will be sent as per the preference mentioned at Sr. No. 4 and communication to other holders will be in electronic mode. The default option will be communication to 'first holder', if no option selected.
8. Strike off whichever is not applicable.

FH  
9/33

(First/Sole Holder Signature)

SH  
3/9

(Second Holder Signature)

TH  
1/7

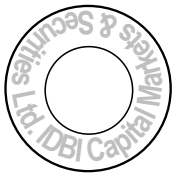
(Third Holder Signature)



## FOR OFFICE USE ONLY

I hereby declare that I have met the client personally and verified the person with the photo provided in account opening form (In Person Verification) and have verified all the proofs with original (OSV). I am aware of Civil and Criminal liability that may devolve upon me (irrespective of whether I remain in employment or not) as per law and Company Policies, in the event if false declaration to this effect.

I hereby declare that I have made the client aware of 'Policy & Procedures', Tariff Sheet, 'Rights & Obligations', RDD, Guidance Note and all the non-mandatory documents. Any change in the 'Policy & Procedures', 'Rights & Obligations', RDD and Guidance Note would be made available on our website www.idbicapital.com, for the information of the clients.

Details of Employee	Documents verified with Originals	Client Interviewed By & In-Person Verification done by	
Name & E Code			
Designation			
Date	FF"TOO"1[ ][ ][ ]	FF"TOO"1[ ][ ][ ]	
Signature			



**[Mandatory Nomination for Eligible Trading and Demat Accounts]**

**IDBI Capital Markets & Securities Ltd., 5<sup>th</sup> & 6<sup>th</sup> Floor, IDBI Tower, Cuffe Parade, Mumbai – 400 005**

### FORM FOR NOMINATION

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

Date	D	D	M	M	Y	Y	Y	Y	DP ID	I	N						Client ID						
------	---	---	---	---	---	---	---	---	-------	---	---	--	--	--	--	--	-----------	--	--	--	--	--	--

**UCC / (10 digit) Trading client code**

I/We wish to make a nomination. *[As per details given below]*

#### Nomination Details

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

Nomination can be made upto three nominees in the account.	Details of 1 <sup>st</sup> Nominee	Details of 2 <sup>nd</sup> Nominee	Details of 3 <sup>rd</sup> Nominee
<b>1</b> Name of the nominee(s) (Mr./Ms.)			
<b>2</b> Share of each Nominee <small>Equally [If not equally, please specify percentage]</small>	%	%	%
<i>Any odd lot after division shall be transferred to the first nominee mentioned in the form.</i>			
<b>3</b> Relationship With the Applicant ( If Any)			
<b>4</b> Address of Nominee(s) City / Place: State & Country:  PIN Code			
<b>5</b> Mobile / Telephone No. of nominee(s)			
<b>6</b> Email ID of nominee(s)			
<b>7</b> Nominee Identification details – [Please tick any one of following and provide details of same] <input type="checkbox"/> Photograph & Signature <input type="checkbox"/> PAN <input type="checkbox"/> Aadhaar <input type="checkbox"/> Saving Bank account no. <input type="checkbox"/> Proof of Identity <input type="checkbox"/> Demat Account ID			

**Sr. Nos. 8-14 should be filled only if nominee(s) is a minor:**

<b>8</b> Date of Birth {in case of minor nominee(s)}			
<b>9</b> Name of Guardian (Mr./Ms.) {in case of minor nominee(s)}			
<b>10</b> Address of Guardian(s) City / Place: State & Country:  PIN Code			

11	Mobile/ Telephone no.of Guardian			
12	Email ID of Guardian			
13	Relationship of Guardian with nominee			
14	Guardian Identification details – [Please tick any one of following and provide details of same] <input type="checkbox"/> Photograph & Signature <input type="checkbox"/> PAN <input type="checkbox"/> Aadhaar Saving Bank account no. <input type="checkbox"/> Proof of Identity <input type="checkbox"/> Demat Account ID			
		<b>Name(s) of holder(s)</b>		<b>Signature(s) of holder*</b>
Sole / First Holder (Mr./Ms.)				
Second Holder (Mr./Ms.)				
Third Holder (Mr./Ms.)				

\* Signature of witness, along with name and address are required, if the account holder affixes thumb impression, instead of signature

Note:

This nomination shall supersede any prior nomination made by the account holder(s), if any.

The Trading Member / Depository Participant shall provide acknowledgement of the nomination form to the account holder(s)



**Declaration Form for opting out of nomination**  
[Mandatory Nomination for Eligible Trading and Demat Accounts]

To	Date	D	D	M	M	Y	Y	Y	Y
<b>IDBI Capital Markets &amp; Securities Ltd. 5<sup>th</sup> &amp; 6<sup>th</sup> Floor, IDBI Tower, Cuffe Parade, Mumbai - 400 005</b>									
UCC / (10 digit) Trading Client Code									
DP ID	I	N							
Client ID (only for Demat account)									
Sole/First Holder Name									
Second Holder Name									
Third Holder Name									
<p>I / We hereby confirm that I / We do not wish to appoint any nominee(s) in my / our trading / demat account and understand the issues involved in non-appointment of nominee(s) and further are aware that in case of death of all the account holder(s), my / our legal heirs would need to submit all the requisite documents / information for claiming of assets held in my / our trading / demat account, which may also include documents issued by Court or other such competent authority, based on the value of assets held in the trading / demat account.</p>									
<b>Name and Signature of Holder(s)*</b>									
1. _____ 2. _____ 3. _____									

\* Signature of witness, along with name and address are required, if the account holder affixes thumb impression, instead of signature

## CARD RATE - TARIFF SHEET

Account Opening Charges	Rs. 500
Delivery Brokerage (per leg)	0.50%
Square-off Brokerage (Per leg)	0.05%
Futures Brokerage (Per leg)	0.05%
Options Brokerage (Per lot Per leg)	Rs. 100
Currency Derivatives Options Delivery Brokerage (Per lot Per leg)	Rs. 20
Currency Derivatives Futures Delivery Brokerage (Per lot Per leg)	Rs. 20
Currency Derivatives Options Square-off Brokerage (Per lot Per leg)	Rs. 10
Currency Derivatives Futures Square-off Brokerage (Per lot Per leg)	Rs. 10
Delivery/Intraday Transactions uptoRs 1000/-	2.5%

### DEPOSITORY FEE STRUCTURE (With Effect from May 1, 2012)

Nature of Service	DP charges
Annual Maintenance Charges	AMC Rs.350/-
Transaction charges for DP – Debit Transaction (For Online as well as Offline clients)	Rs.10/- per scrip
Market/Off-market/Inter-depository – Debit Transaction (Physical DIS submitted to IDBI Capital)	Rs.30/- or 0.04% of Market Value whichever is higher (Maximum Rs.500/- per scrip)
Dematerialisation	Rs. 10 per certificate
Postage for Dematerialisation	Rs. 100/- per Remat Request
Rematerialisation	Rs. 50/- per Remat Request
Mutual Fund Redemption/ Conversion of MF into Demat	Rs. 25/- per Request
Pledge Creation	Rs.40/- per transaction
Pledge Closure	Rs.40/- per transaction
Pledge Invocation	Rs.40/- per transaction
Non-Periodic Transaction Statement/Holding Statement	Rs. 25/- per Request

#### COMMON CLAUSES:

- Govt. tax and other statutory charges if applicable will be levied separately.
- Charges/Service standards are subject to revision at IDBI Capital's sole discretion and as informed by circulars sent by ordinary post. (which will be intimated to the client 30days prior to the date of effect ) .
- Transactions charges will be payable monthly. Charges quoted above are for the services listed above. Any service not quoted above will be charged separately.
- In case of non-payment or delay in payment of the charges in time, IDBI Capital reserves the rights to close or discontinue the depository services for the account.
- All the holders must sign operating instructions for the joint accounts.
- IDBI Capital must receive all instructions for transfer at least one day prior to the pay-in date latest by 4.00 PM.
- Late instructions for transfer will be executed at the account holder's own risk on best effort basis.
- In order to settle the dues in time, we have organized for ECS debit facility where your bill amounts would be directly debited from your bank account. ECS mandate forms may therefore be submitted to enable us to serve you better and avoid unnecessary reminders being issued. Kindly ignore if the same has been already submitted.
- Clients must ensure that the instruction booklets issued to them are pre stamped with the client ID.
- Please ensure that the securities are available in demat mode before submitting a dematerialisation request form (DRF). The physical certificates submitted along with the DRF must be defaced with the words "Surrendered for Dematerialisation".

\_\_\_\_\_  
First Holder

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

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

**Notes:**

- 1) Minimum brokerage/charges for scrips priced upto Rs 10/- : Rs. 0.04 per share.
- 2) Minimum brokerage/charges Rs. 25/- per exchange per segment \*  
\* Subject to maximum brokerage limits specified by SEBI from time to time.
- 3) The above mentioned rates of brokerage will be applicable to all trades of the client. Brokerage rates for trades shall be ascertained product-wise. Square off brokerage will be charged for contra legs of the same product type on the same Exchange on the same trading day. In case of Contra trades on a particular trading day across different products or across Exchanges, Delivery Brokerage shall be applicable. In case of Open positions of prior trading days within the same product, accounting shall be on FIFO basis and Delivery Brokerage shall be applicable.
- 4) Service Tax, STT, Stamp Duty and other Statutory/Exchange charges, as applicable, will be charged in addition to the brokerage rates mentioned above.
- 5) IDBI Capital Markets & Securities Limited reserves the rights to withdraw/modify the plan at its sole discretion with 15 days prior notice published on our website.
- 6) Brokerage @ 1% shall be applicable on trades executed in Encash Product (on permissible Exchanges).
- 7) KRA Charges : Rs.100 + Taxes
- 8) Service tax and other statutory charges if applicable will be levied separately.
- 9) Charges/Service standards are subject to revision at IDBI Capital's sole discretion and as informed by circulars sent by ordinary post. (which will be intimated to the client 30days prior to the date of effect) .
- 10) Transactions charges will be payable monthly. Charges quoted above are for the services listed above. Any service not quoted above will be charged separately.
- 11) In case of non-payment or delay in payment of the charges in time, IDBI Capital reserves the rights to close or discontinue the depository services for the account.
- 12) All the holders must sign operating instructions for the joint accounts.
- 13) IDBI Capital must receive all instructions for transfer at least one day prior to the pay-in date latest by 4.00 PM.
- 14) Late instructions for transfer will be executed at the account holder's own risk on best effort basis.
- 15) In order to settle the dues in time, we have organized for ECS debit facility where your bill amounts would be directly debited from your bank account. ECS mandate forms may therefore be submitted to enable us to serve you better and avoid unnecessary reminders being issued. Kindly ignore if the same has been already submitted.
- 16) Clients must ensure that the instruction booklets issued to them are pre stamped with the client ID.
- 17) Please ensure that the securities are available in demat mode before submitting a dematerialisation request form (DRF). The physical certificates submitted along with the DRF must be defaced with the words "Surrendered for Dematerialisation".

**Confirmation with regard to KRA**

- I wish to register with KRA (One time charge, payable at the time of Account Opening).
- I Do not wish to register with KRA as I am already registered with KRA agency & if this information is found incorrect, I authorize IDBI Capital to debit Rs.100/- from my account towards KRA charges.(KRA Registered Copy of acknowledgement to be submitted)

I/We wish to avail the abovementioned Tariff Plan. I/We have understood the Plan details and the Terms & Conditions and accept the same.

FH  
11/33

(First/Sole Holder Signature)

SH  
5/9

(Second Holder Signature)

TH  
3/7

(Third Holder Signature)

Date: DD / MM / YYYY

Place :



EOF

**PART I - FATCA / CRS DECLARATION FORM FOR INDIVIDUAL****FIRST / SOLE APPLICANT / GUARDIAN**

Name								
Gender	M	F	O	PAN	Occupation Type	Service	Business	Other
Father's Name								
Cust ID/ Folio No.								
Address of tax residence would be taken as available in KRA database. In case of any change pleas approach KRA & notify the changes								
Type of address given at KRA	<input type="checkbox"/> Residential or Business <input type="checkbox"/> Residential <input type="checkbox"/> Business <input type="checkbox"/> Registered Office							
Permissible documents are	<input type="checkbox"/> Passport <input type="checkbox"/> Election ID Card <input type="checkbox"/> PAN Card <input type="checkbox"/> Govt. ID Card <input type="checkbox"/> Driving license <input type="checkbox"/> UIDAI Card <input type="checkbox"/> NREGA Job Card <input type="checkbox"/> Others							
Date of Birth					Place of Birth			
Nationality								
Are you a tax resident of any country other tahn India ? <input type="checkbox"/> Yes <input type="checkbox"/> No								
If yes, please indicate all countries in which you are resident for tax purposes and the associated tax ID Numer below.								
Country	Tax Identification Number				Identification Type ( TIN or Other, please specify )			

\* To also include USA, where the individua is a citizen/ green card holder of the USA

% In case tax identification Number is not available, kindly provide its functional equivalent \$

**SECOND APPLICANT**

Name								
Gender	M	F	O	PAN	Occupation Type	Service	Business	Other
Father's Name								
Cust ID/ Folio No.								
Address of tax residence would be taken as available in KRA database. In case of any change pleas approach KRA & notify the changes								
Type of address given at KRA	<input type="checkbox"/> Residential or Business <input type="checkbox"/> Residential <input type="checkbox"/> Business <input type="checkbox"/> Registered Office							
Permissible documents are	<input type="checkbox"/> Passport <input type="checkbox"/> Election ID Card <input type="checkbox"/> PAN Card <input type="checkbox"/> Govt. ID Card <input type="checkbox"/> Driving license <input type="checkbox"/> UIDAI Card <input type="checkbox"/> NREGA Job Card <input type="checkbox"/> Others							
Date of Birth					Place of Birth			
Nationality								
Are you a tax resident of any country other tahn India ? <input type="checkbox"/> Yes <input type="checkbox"/> No								
If yes, please indicate all countries in which you are resident for tax purposes and the associated tax ID Numer below.								
Country	Tax Identification Number				Identification Type ( TIN or Other, please specify )			

\* To also include USA, where the individua is a citizen/ green card holder of the USA

% In case tax identification Number is not available, kindly provide its functional equivalent \$

**THIRD APPLICANT**

Name								
Gender	M	F	O	PAN	Occupation Type	Service	Business	Other
Father's Name								
Cust ID/ Folio No.								
Address of tax residence would be taken as available in KRA database. In case of any change pleas approach KRA & notify the changes								
Type of address given at KRA	<input type="checkbox"/> Residential or Business <input type="checkbox"/> Residential <input type="checkbox"/> Business <input type="checkbox"/> Registered Office							
Permissible documents are	<input type="checkbox"/> Passport <input type="checkbox"/> Election ID Card <input type="checkbox"/> PAN Card <input type="checkbox"/> Govt. ID Card <input type="checkbox"/> Driving license <input type="checkbox"/> UIDAI Card <input type="checkbox"/> NREGA Job Card <input type="checkbox"/> Others							
Date of Birth					Place of Birth			
Nationality								
Are you a tax resident of any country other tahn India ? <input type="checkbox"/> Yes <input type="checkbox"/> No								
If yes, please indicate all countries in which you are resident for tax purposes and the associated tax ID Numer below.								

Country	Tax Identification Number	Identification Type ( TIN or Other, please specify )

\* To also include USA, where the individual is a citizen/ green card holder of the USA  
 % In case tax identification Number is not available, kindly provide its functional equivalent \$

**CERTIFICATION**

I / We have understood the information requirements of this Form ( read along with the FATCA & CRS Instructions ) and hereby confirm that the information provided by me/us in this Form is true, correct, and complete. I / We also confirm that I/ We have read and understood the FATCA & CRS Terms and Conditions below and hereby accept the same.



(First/Sole Holder Signature)



(Second Holder Signature)



(Third Holder Signature)

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

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

**FATCA & CRS TERMS & CONDITIONS**

Details under FATCA & CRS : The central Board of Direct Taxes has notified Rules 114F to 114H, as part of the Income-Tax Rules, 1962, which Rules require Indian Financial Institutions such as the Bank to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders.in relevent cases, informatin wiil have to be reported to tax authorities / appointed agencies. Towards compliance, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto.

Should there be any change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days.

Please note that you may receive more than one request for information if you have multiple relationships with (insert FI's name) or its group entities. Therefore, it is important that you respond to our request, even if you believe you have already supplied any previously requested information.

**NOTE** : FOR MORE DETAILS ON FATCA/CRS DECLARATION REFER TO WEBSITE : [www.idbicapital.com](http://www.idbicapital.com)

## POLICIES AND PROCEDURE

### 1. REFUSAL OF ORDERS FOR PENNY STOCKS

IDBI Capital may at its discretion restrict trading in penny stocks by the clients. "Penny Stocks" for this purpose shall mean those stocks which are highly illiquid and have a low market capitalization due to unsound fundamentals or stocks which have high chances of price manipulations.

The Exchanges from time to time provide a list of such securities categorized as "Illiquid Securities". IDBI Capital may at its discretion or based on directives of the Exchanges also restrict trading in such illiquid securities from time to time. Clients shall not trade in securities placed in the Z group (as notified from time to time by the Exchanges/Regulators). Further Intraday trading in securities in the T, TS, BE or such other group as notified by Exchanges/IDBI Capital from time to time shall be prohibited.

In addition to the penny stocks, restricted securities/deemed penny stocks specified by Exchanges from time to time IDBI Capital may at its discretion, prohibit trading in penny stocks and other securities based on market conditions and internal policies from time to time.

IDBI Capital may for this purpose, introduce online blocks to prevent the client from placing orders in such penny stocks/restricted securities/other securities through the Online Trading Platform of IDBI Capital. Dealers/Authorised Persons of IDBI Capital may refuse to execute orders of the clients for trading in penny stocks/restricted securities/other securities. Further in case the client is able to place an order for penny stocks/restricted securities/other securities through the Online Trading Platform or otherwise, IDBI Capital may at any time cancel any such order before execution on the Exchanges.

IDBI Capital shall not be liable for any refusal/cancellation of orders for trading in penny stocks/other securities and the Client shall indemnify IDBI Capital in respect of any loss/damages caused to IDBI Capital by virtue of the Client trading in such securities.

### 2. SETTING UP OF CLIENT'S EXPOSURE LIMITS

IDBI Capital may for the purpose of risk management set exposure limits subject to which the Client may trade in securities/take positions in the futures and options segment. Such exposure limits may be set upto a pre-determined number of times of the Margin (the "Multiple") and the quantum of the Multiple shall be decided at the sole option or discretion of IDBI Capital. Such Multiple may be changed at the discretion of IDBI Capital from client to client depending on various factors which inter alia include factors like market conditions, client profile and financial status of the client.

Client shall abide by the exposure limits, if any, set by IDBI Capital or by the Exchange or Clearing Corporation or SEBI from time to time. The exposure limits set by IDBI Capital do not create any right to the Client and are liable to be withdrawn at any time without notice and the client shall bear the loss on account of withdrawal of such limits. The client agrees to

compensate IDBI Capital in the event of IDBI Capital suffering any loss, harm or injury on account of exposure given and/or withdrawn. Exposure may (at the discretion of IDBI Capital and to the extent decided by IDBI Capital from time to time) be inter alia provided on the following:

- Client will be eligible to get the trading exposure only as per the Income Slab Opted by the Client at the time of account opening or any changes made in the Income Slab by the Client thereafter.
- Cash balance in the ledger to the credit of the Client (after deduction of all withdrawals by the Client)
- Any Online funds transfer or hold amount through bank gateway
- Collateral holdings (after deduction of applicable haircuts)
- DP free stock (after deduction of applicable haircuts)
- Credit received against sale of securities
- Margin amount

In case of limit for sale of Securities, such sale may at the discretion of IDBI Capital be allowed only to the extent of the availability of securities in the account of the client [DP free Stock, DP lien/ hold marked securities, Client Unpaid Securities Account ("CUSA") and Client Margin Trading Securities Account ("CMTSA")]. Further as may be decided by IDBI Capital from time to time, the credit received against sale may be used for further purchases to such extent as may be decided by IDBI Capital from time to time.

Limits/Exposure provided shall vary based on the intraday profit /loss made by the client and prevailing market conditions.

Exposure limits shall be only against approved securities as decided by the Exchanges/IDBI Capital from time to time and subject to such haircuts and valuations as may be decided by IDBI Capital from time to time. IDBI Capital may from time to time change the applicable hair cut or apply haircuts higher than that specified by the Regulators/Exchanges. In case of derivatives, Clients shall be allowed to trade only upto the applicable client-wise position limits set by the Exchanges/Regulators from time to time.

No further exposure shall be provided to the client in the event of debit in the client's account on a consolidated basis exceeds 5 (five) trading days from the date of payout.

### 3. RIGHT TO SELL CLIENTS SECURITIES OR CLOSE CLIENT'S POSITIONS, WITHOUT GIVING NOTICE TO THE CLIENT ON ACCOUNT OF NON PAYMENT OF DUES.

The Client agrees that IDBI Capital would have the discretion to square off the positions of the Client, with no obligation of communicating the same to the Client, in the following circumstances:

- a. In all other cases where the margin or security placed by the Client(s) falls short of the requirement or the limits given to the Client(s) have been breached.
- b. where the Client(s) have defaulted on their existing obligation/ failed to make payments/deliver securities to IDBI Capital within the stipulated time.
- c. On the 6th trading day from the date of settlement where the client has failed to pay the dues towards the



securities bought within 5 day from the day of settlement (N day in case of Margin Trading)

The CLIENT accepts to comply with IDBI CAPITAL's requirement of payment of Margin/settlement obligations of the Client immediately, failing which IDBI CAPITAL may sell, dispose, transfer or deal in any other manner the securities already placed with it as Margin/lying in the Client Unpaid Securities account and Client Margin Trading Securities Account of IDBI Capital or square-off all or some of the outstanding F&O positions of the CLIENT as it deems fit at its sole discretion without further reference to the CLIENT and any resultant or associated losses that may occur due to such square-off/sale shall be borne by the CLIENT and IDBI CAPITAL shall be fully indemnified and held harmless by the CLIENT in such matter at all times. Any reference in these terms to sale or transfer of securities by IDBI CAPITAL shall be deemed to include sale of securities which form part of the Margin maintained by the CLIENT with IDBI CAPITAL.

In exercise of IDBI CAPITAL's right to sell securities, the CLIENT agrees that the choice of specific securities to be sold shall be solely at IDBI CAPITAL's discretion. The resultant or associated losses that may occur due to such squaring-off/ closing out of position or sale of securities shall be borne by the CLIENT, and IDBI CAPITAL shall be fully indemnified and held harmless by the CLIENT in such matter. Such liquidation or close out of positions shall apply to any segment/ exchange in which the CLIENT does business with IDBI CAPITAL.

The provisions specified herein do not confer any liability on IDBI Capital to square off the clients positions. It shall be the responsibility of the client to pay to IDBI Capital any amount due and payable to IDBI Capital irrespective of whether IDBI Capital exercises its right to square off the positions of the client in accordance with the provisions given herein above except as specified by the Regulators from time to time.

#### **4. SHORTAGES IN OBLIGATIONS ARISING OUT OF NETTING OF TRADES**

##### **Internal Shortage Policy**

If the client defaults on its existing obligation and in the event the trade has been internally netted off by IDBI Capital, IDBI Capital shall have the right to square off the position of the client to make good the shortages arising thereof.

The buyer client may not receive shares on T+2 in case there is an internal shortage situation within IDBI Capital, i.e. the buyer and seller are both IDBI Capital's clients and the seller defaults in delivery due to which the buyer may not receive the shares. IDBI Capital may buy-in the required quantity in the seller's account and deliver the shares to the Buying Client or IDBI Capital may levy charges on the defaulting seller in either of the following ways:

- i. In case of an internal shortage, where buy trade and sell trade match, the defaulting seller would be debited with a close rate of auction settlement day + Penal rate upto a maximum of 20% on the close rate of auction settlement day as would be applicable to the client and

the same would be credited to the buyer client.

- ii. In case of partial Exchange Shortage and Partial Internal Shortage, in case of Internal Shortage the defaulting seller would be charged proportionately at the rate being the Auction Rate as charged by the Exchange + Statutory Charges + penal charges as may be decided by IDBI Capital from time to time and the same would be credited to the buyer client.

IDBI Capital shall not be responsible for losses to the Client on account of such square off. All losses to the client on this account shall be borne solely by the client and the Client shall indemnify IDBI Capital in this respect.

#### **5. CONDITIONS UNDER WHICH CLIENT IS NOT ALLOWED TO TAKE FURTHER POSITIONS OR BROKER MAY CLOSE EXISTING POSITIONS**

IDBI Capital shall have the right to refuse to execute trades/ allow the client to take further positions in the following circumstances:

- technical failure
- dealing in securities breaching the limits specified by the Exchanges/ regulators from time to time
- securities submitted in physical form for settlement
- regulatory restrictions/directives
- Other conditions as deemed fit by IDBI Capital from time to time in view of market conditions, regulatory requirements, internal policies etc.
- Failure to pay outstanding dues within time their specified by IDBI Capital/ Regulators.

IDBI Capital shall also have a right to close existing positions of the clients in the above mentioned circumstances. IDBI Capital shall not be responsible for any loss incurred and the client shall indemnify IDBI Capital in this regard.

#### **6. TEMPORARILY SUSPENDING OR CLOSING OF CLIENT'S ACCOUNT AT THE CLIENT'S REQUEST**

IDBI Capital may at any time, temporarily suspend the account of the client based on a request on writing obtained from the client. Trades in the account of the client during the period of such temporary suspension shall not be permitted. The account shall be reactivated only on a request for reactivation by the client either in writing/ email/ telephonic/ electronic request or may be specified by IDBI Capital from time to time. IDBI Capital may at any time, at its sole discretion and without prior notice to the CLIENT, prohibit or restrict or block the

CLIENT's access to the web site or related services and the CLIENT's ability to trade due to regulatory requirements, prevention of money laundering, market conditions, internal policies, etc.

#### **7. DEREGISTRATION OF A CLIENT**

Deregistration of the client/ termination shall be after giving minimum 30 days notice by either party. Such deregistration/ termination shall not affect the rights and liabilities of

the parties in respect of the transactions executed before the date of such deregistration/ termination.

In addition IDBI Capital may interalia terminate trading

facilities due to regulatory requirements, prevention of money laundering, etc. with immediate effect.

FH  
13/33

(First/Sole Holder Signature)

SH  
7/9

(Second Holder Signature)

TH  
7/9

(Third Holder Signature)

## DECLARATIONS AND CONSENTS

### 1. DECLARATION FOR MOBILE NO.

I, hereby designate my mobile number mentioned in the account opening form for giving me any information/ alert/ sms/ call. I further authorise IDBI Capital Markets & Securities Limited to send any information/ alert/ sms/ call at the said mobile number including but not limited to fundamental trading research data, trading calls and promotional messages and calls.

I further declare the above mentioned statement is true and correct.

### 2. CONSENT TO RECEIVE THE STATEMENTS/ CONTRACT NOTE BY EMAIL

I/We hereby consent to receive from IDBI Capital Markets & Securities Ltd (IDBI Capital), the digital contract notes, ledgers, transaction statements, Demat Statement of account/holding statement(s) and such other correspondence, documents, records by what ever name called (herein after referred to as "statement(s)") 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, at the email id provided by me/us to IDBI Capital from time to time.

I/We further hereby agree that IDBI Capital shall fulfil the legal obligation, if the above Statement(s) are sent electronically to the email id provided by me from time to time.

In this regard, I/We further agree that:

1. Email sent on the email id provided by me/us, which have not bounced back, shall be deemed to be duly delivered to me/us.
2. In the event of email sent by IDBI Capital bounces back

due to insufficient space in my/our inbox or in the event any network problem occurs, IDBI Capital shall in no way be responsible for the same.

3. IDBI Capital 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/notifications.
4. Such Statements shall be deemed to have been delivered on the day when the email is sent by IDBI Capital.
5. IDBI Capital shall not be liable or responsible for any Statement received from frauds or impostors or any consequences thereof.
6. IDBI Capital shall not be liable for any problem, which arises at my/our computer network/systems because of my/our receiving any statements from IDBI Capital.
7. In case of any change in my email id, I/We undertake to communicate the same to IDBI Capital through a letter in writing or (through secured access if any by way of specific user id and password provided to me/us by IDBI Capital incase of the online clients).
8. I/We undertake to check the Statement and bring the discrepancies to the notice of IDBI Capital within the time period as specified. My/Our non-verification or not accessing the statement on regular basis shall not be a reason for disputing the same at any point of time.

I/We further agree that IDBI Capital will not be responsible for non-receipt of documents sent via electronic delivery due to change in/ incorrect e-mail address/ correspondence address as mentioned or any other reason which inter-alia include technical reasons or malfunction of my/our computer system/ server/ internet connection etc.

I/We further agree that IDBI Capital may at its sole discretion also provide such Statement in physical form.

FH  
14/33

(First/Sole Holder Signature)

SH  
8/9

(Second Holder Signature)

TH  
6/7

(Third Holder Signature)

## Most Important Terms and Conditions (MITC)

### (For non-custodial settled trading accounts)

1. Your trading account has a "Unique Client Code" (UCC), different from your demat account number. Do not allow anyone (including your own stock broker, their representatives and dealers) to trade in your trading account on their own without taking specific instruction from you for your trades. Do not share your internet/ mobile trading login credentials with anyone else.
2. You are required to place collaterals as margins with the stock broker before you trade. The collateral can either be in the form of funds transfer into specified stock broker bank accounts or margin pledge of securities from your demat account. The bank accounts are listed on the stock broker website. Please do not transfer funds into any other account. The stock broker is not permitted to accept any cash from you.
3. The stock broker's Risk Management Policy provides details about how the trading limits will be given to you, and the tariff sheet provides the charges that the stock broker will levy on you.
4. All securities purchased by you will be transferred to your demat account within one working day of the payout. In case of securities purchased but not fully paid by you, the transfer of the same may be subject to limited period pledge i.e. seven trading days after the pay-out (CUSPA pledge) created in favor of the stock broker. You can view your demat account balances directly at the website of the Depositories after creating a login.
5. The stock broker is obligated to deposit all funds received from you with any of the Clearing Corporations duly allocated in your name. The stock broker is further mandated to return excess funds as per applicable norms to you at the time of quarterly/ monthly settlement. You can view the amounts allocated to you directly at the website of the Clearing Corporation(s).
6. You will get a contract note from the stock broker within 24 hours of the trad
7. You may give a one-time Demat Debit and Pledge Instruction (DDPI) authority to your stock broker for limited access to your demat account, including transferring securities, which are sold in your account for pay-in.
8. The stock broker is expected to know your financial status and monitor your accounts accordingly. Do share all financial information (e.g. income, networth, etc.) with the stock broker as and when requested for. Kindly also keep your email Id and mobile phone details with the stock broker always updated.
9. In case of disputes with the stock broker, you can raise a grievance on the dedicated investor grievance ID of the stock broker. You can also approach the stock exchanges and/or SEBI directly.
10. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. You will not have any protection/recourse from SEBI/stock exchanges for participation in such schemes.

Client Signature			
	First / Sole Holder	Second Holder	Third Holder
Sign of Client			

# VOLUNTARY TERMS AND CONDITIONS

These Terms and Conditions are applicable to Clients availing Stock Broking Services from IDBI Capital Markets & Securities Limited ("IDBI Capital") for Trading on BSE Limited, National Stock Exchange of India Limited and/or other Stock Exchange on which IDBI Capital may be registered at any time and as may be availed of by the Client.

These Terms and Conditions ensure smooth operations and enhance transparency in services offered by IDBI Capital, hence are applicable in addition to the Rights and Obligations of Stock Broker, Authorised Persons and Clients. The following Terms and Conditions shall apply to Online and Offline Trading services, except if specifically mentioned to the contrary herein.

## 1. ELIGIBILITY CRITERIA:

The Client shall be eligible to avail services offered by IDBI Capital after completing the registration formalities and fulfilling conditions as prescribed by IDBI Capital from time to time including, inter alia as follows:

- a) Client is of sound mind and has the financial/legal capacity to undertake contractual/other liability.
- b) Existence/opening of a bank account and a depository account by the client.
- c) Execution of such other documents and furnishing of particulars as may be required by IDBI Capital from time to time (Voluntary).

On satisfactory verification by IDBI Capital of the information provided by the Client and fulfilment of all requirements as stated in sub clauses (a) to (d) above by the Client, IDBI Capital, shall register the Client for availing the services and open its account with IDBI CAPITAL.

## 2. EXECUTION OF ORDERS:

- a) The CLIENT understands that placing an order with IDBI Capital including a market order, does not guarantee execution of the order. IDBI CAPITAL has the absolute right to reject any order that may be placed by the CLIENT, for any reason whatsoever including for breach of the requirement of maintaining prescribed Margin in the CLIENT Account or the Bank account.
- b) The Exchanges may cancel the trade suo moto without giving any reason thereof. IDBI CAPITAL shall not be liable for any losses, damage or claims on account of such rejection or cancellation of any trade for any reason whatsoever. Further, IDBI CAPITAL may, at its sole discretion, subject any order made by the CLIENT to manual review and entry which may cause delays in the execution of the CLIENT's orders. In the event of any Exchange levying any monetary fine/penalty/ charges to IDBI CAPITAL on account of execution of trades as per the CLIENT's instructions, for any reason, the CLIENT agrees to pay-up such fine/penalty and costs, charges and expenses incurred, if any, to IDBI CAPITAL.
- c) IDBI Capital will not be responsible for partial execution of orders placed by the Client. The Client also agrees

that all orders placed by the Client shall be treated as orders for that particular session only. In case the Client wants the orders to be carried forward or extended for the day the Client shall communicate the same to IDBI Capital.

- d) The Client hereby agrees to execute all orders around market prices. The Client agrees to ensure that there will be no attempt at price distortion and price rigging made through any means.

## 3. MODE OF PLACING ORDERS:

Orders shall be placed only by the Client or the Authorised representative of the Client.

All orders / instructions shall be placed by the client himself or by an authorized representative duly authorised vide a specific authorization in writing. The instructions issued by an authorized representatives, if any, of the CLIENT shall be binding on the CLIENT in accordance with the communication authorizing the said representative to deal on behalf of the said CLIENT. In the event of authorized representative being replaced or any authority revoked, it shall be the responsibility of the CLIENT to inform IDBI Capital of the change, in writing, failing which the CLIENT shall be responsible for the trade obligations arising out of the actions of both the old representative as well as the new representative. If any transaction(s) under this arrangement with IDBI Capital or under any other agreement or otherwise with IDBI Capital, has/have been placed/executed on behalf of the CLIENT by any other person, not mentioned above and the same has / have been accepted by CLIENT from time to time on the basis of the contract note(s) / bills / any other correspondence dispatched / communicated to the CLIENT by IDBI Capital and / or by part or full settlement of the said transaction(s) by the CLIENT, then such transaction(s) shall be deemed to be executed by the person authorised by the CLIENT and the CLIENT hereby agrees to ratify and accept all such or other actions of such persons and undertakes to meet all obligations arising from these transaction(s). Every order that is given by the client or its authorized representative or entered by the CLIENT through the use of the allotted user name and the security code(s) shall be deemed to be a valid order for which the CLIENT shall be fully responsible.

## 4. ONLINE TRADING

SECURITY CODES, SECURITY PRECAUTIONS AND INFRASTRUCTURE:

### a) Use of CLIENT-ID and Password:

The CLIENT agrees that it will be the sole authorised user of the Username, Password/s, Customer User Identification Number, Telephone Personal Identification Number (T PIN) or other identification or security code (by whatever name called) given to it by IDBI CAPITAL to access the online portal, or service through IDBI Capital website, over the telephone or in such other manner as may be permitted by IDBI CAPITAL for availing of the service. The CLIENT accepts sole responsibility for use, confidentiality and protection of the Username, Password/s, Customer User Identification Number, T-PIN, or other security code(s) as issued by IDBI CAPITAL to the CLIENT from time to time (hereinafter referred to as

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"Security codes ) as well as for all orders and information changes entered into the CLIENT's account using such security codes, the CLIENT shall ensure that such security code(s) is/are not to be revealed to any third party or recorded in any written or electronic form. If the CLIENT forgets the security code(s), a request for change of such Security code(s) should be sent to IDBI Capital in writing. On receipt of such a request, IDBI Capital shall discontinue the use of the old security code(s) and shall generate and communicate a new Security code(s) for the CLIENT. However, the CLIENT shall be responsible and liable for all transactions that are carried out by the use of the old Security code(s). Neither IDBI CAPITAL nor any of its officers, directors, employees, agents or group companies will have any responsibility or liability to the CLIENT or to any other person whose claim may arise through the CLIENT with respect to any of the circumstances described above.

**b) Recording of Password:**

The CLIENT shall memorise the Security code(s) and shall not record it in written or electronic form. In the event that the CLIENT does record the Security code(s) in written or electronic form, he/ she/it shall do so at his/her/its sole risk and responsibility.

**c) Responsibility for Use of Security Code(s):**

Any order entered using the CLIENT's security code(s) either through the web site or through telephone or otherwise is deemed to be that of the CLIENT. If third parties gain access to IDBI CAPITAL's services through the use of the CLIENT's security code(s), the CLIENT will be deemed to be responsible for the same and the CLIENT hereby holds harmless and agrees to indemnify IDBI CAPITAL against any liability, costs/losses or damages arising out of claims or suits by or against such third parties based upon or relating to such access and use, since the responsibility for such transactions shall be that of the CLIENT. The use and storage of any information including, without limitation, the Password, Portfolio information, transaction activity, account balances and any other information or orders on the CLIENT's personal computer, mobile & any other electronic device are at the CLIENT's own risk and is the CLIENT's sole responsibility.

**d) Communication Equipment of the CLIENT:**

The CLIENT is responsible for installing and maintaining the communication equipment (including personal computers and modems) and telephone or alternative services required at the CLIENT's end and connectivity required for accessing and using the web site or related services. All communication costs, service charges, levies and fees incurred by the CLIENT in accessing the web site or related services will be borne by the CLIENT.

**e) CLIENT's Infrastructure / Software Applications:**

For the purposes of these Terms, it is presumed that the CLIENT has the necessary and compatible infrastructure ready at its end for the purpose of accessing the web site of IDBI CAPITAL or contacting the Trade Over Phone Desk of IDBI CAPITAL prior to accessing the services provided pursuant to these Terms. IDBI CAPITAL will not and shall not be under any obligation to assist the CLIENT in installing the required infrastructure or obtaining the necessary equipment/ software applications, permits and clearances to establish

connectivity or linkages to the web site of IDBI CAPITAL.

**f) Prevention of Unauthorised Use:**

The CLIENT shall install the necessary built-in safeguards, firewall features and access restrictions to prevent unauthorised use of CLIENT's computer systems or the security codes and ensure that no unauthorised person can gain access to the computer systems or such security codes.

**g) Liability for Incorrect Instructions:**

The CLIENT agrees to fully indemnify and hold harmless IDBI CAPITAL for any losses arising from the execution of incorrect/ ambiguous or fraudulent instructions that are entered through the system at the CLIENT's end. The client shall be solely responsible for placing orders at unrealistic prices, if so considered by Stock Exchange and liable for all consequences such as penalty/fine etc levied by the stock exchange for such transactions.

**5. RECONFIRMATION OF CERTAIN ORDERS:**

IDBI CAPITAL reserves the right to reject any order based on its risk perceptions or for any other reason which it is under no obligation to disclose to the client.

**6. PRICE OF SECURITIES:**

The CLIENT understands that with respect to any order, the CLIENT will get the price at which the order was actually executed in the market, price of which may be different from the price at which the security was trading when the CLIENT's order was placed/entered into IDBI CAPITAL's system.

**7. CANCELLATION OR MODIFICATION OF ORDERS:**

a) The execution of order, cancellations or modifications thereof is not guaranteed. Cancellation of orders is possible only if the original order remained pending at the Exchanges. Market orders are prone to immediate execution. The CLIENT shall not presume that an order has been executed or cancelled or modified and the CLIENT is required to verify the status of the/its orders.

b) Unless otherwise specified by IDBI CAPITAL, any order not executed at the end of the day shall stand cancelled/terminated.

c) 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 and IDBI CAPITAL shall be entitled to cancel the respective contract(s) with the CLIENT.

d) The trade(s) may also be cancelled on account of following reasons:

- i. There may be insufficient bids or offers or suspension of trading due to price limits or circuit breakers.
- ii. The electronic trading systems either at the exchange or in IDBI CAPITAL's offices are vulnerable to temporary disruptions or failures for technical / systematic reasons.

e) In the event of trade cancellation due to such events or vulnerabilities, IDBI CAPITAL shall be entitled to cancel relative contract(s) with the CLIENT. At times, due to unforeseen circumstances IDBI CAPITAL may not be able to execute the desired transactions (either the CLIENT's own

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transactions or transactions for enforcing margins as provided in these terms and conditions) on a timely basis. IDBI CAPITAL does not accept responsibility for any losses that the CLIENT may incur on account of such eventualities beyond the control of IDBI CAPITAL.

## 8. MARGINS

The CLIENT shall make available the prescribed margins in the form of funds and / or in the form of securities (the "Margin") with IDBI CAPITAL simultaneously with the opening of the account and prior to commencement of trading. The CLIENT shall be permitted to trade upto a pre-determined number of times of the MARGIN (the "Multiple") and the quantum of the Multiple on the margin shall be decided at sole option or discretion of IDBI CAPITAL who shall have their revocable right to set-off a part or whole of the Margin i.e. by way of appropriation of the relevant amount of funds or by sale or transfer of all or some of the securities which form part of the margin, against any dues of the CLIENT to meet any of its obligations under these Terms. Any reference in these terms to sale or transfer of securities by IDBI CAPITAL shall be deemed to include sale of securities which form part of the Margin maintained by the CLIENT with IDBI CAPITAL. In exercise of IDBI CAPITAL's right to sell securities under the terms and conditions, the CLIENT agrees that the choice of specific securities to be sold shall be solely at IDBI CAPITAL's discretion. IDBI CAPITAL is permitted in its sole and absolute discretion to collect additional margins (even though not imposed by the Exchange, the Clearing House or SEBI) and the CLIENT shall be obliged to pay such margins within the time limit stipulated by IDBI Capital and in the form stipulated by IDBI Capital. In case of Derivatives Contracts, the CLIENT is liable to pay (or receive) daily margins depending on whether the price of the Derivatives contract moves for or against the position undertaken. The CLIENT may also be liable to pay with holding margins, special margins or such other margins as are considered necessary by IDBI CAPITAL or the Exchange from time to time. The client has understood that derivative contracts are margin centric. If the cumulative Mark to Market (MTM) margin falls short of the margin available in the CLIENT's account, the CLIENT agrees to heed to IDBI CAPITAL's additional margin calls and agrees to recoup the shortfall/deficit. The CLIENT will ensure that margins are adequate at all times and will immediately make good any shortfall that IDBI CAPITAL communicates.

### Payment through Cheque:

In case where the payment by the CLIENT towards the margin is made through a cheque issued in favour of IDBI CAPITAL, any trade(s) would be executed by IDBI CAPITAL only upon the realisation of the funds of the said cheque or at the discretion of IDBI CAPITAL. The CLIENT agrees to mention his CLIENT code along with his name on the reverse of any instrument through which he makes the payment to IDBI CAPITAL.

### Margin in form of Securities:

The CLIENT may place margin with IDBI CAPITAL in the form of securities as approved by IDBI CAPITAL. Such securities may at the discretion of IDBI CAPITAL be marked as lien in favour of IDBI CAPITAL from the depository account of the CLIENT or such securities may be placed in a separate depository account of IDBI CAPITAL.

The CLIENT may place / deposit only those securities, which are acceptable to IDBI CAPITAL. If at any time, a particular security ceases to be on the list of approved securities, the CLIENT shall provide other securities as may be required in place of such security forth with. The CLIENT agrees and authorises IDBI CAPITAL to determine the market value of securities placed as Margin after applying a haircut that IDBI CAPITAL deems appropriate. The CLIENT's positions are valued at the latest market price available ('marked to market') on a continuous basis by IDBI CAPITAL. The CLIENT undertakes to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the margins, the CLIENT agrees to replenish/ recoup any shortfall/ deficit in the value of the Margins immediately, whether or not IDBI CAPITAL intimates such shortfall.

### Type of Margin:

IDBI CAPITAL may at its sole discretion prescribe the payment of Margin in the form of funds instead of securities. The CLIENT accepts to comply with IDBI CAPITAL's requirement of payment of Margin in the form of funds immediately failing which IDBI CAPITAL may sell, dispose, transfer or deal in any other approved manner the securities already placed with it as Margin or square-off all or some of the outstanding F&O positions of the CLIENT as it deems fit at its sole discretion without further reference to the CLIENT and any resultant or associated losses that may occur due to such square-off/sale shall be borne by the CLIENT, and IDBI CAPITAL shall be fully indemnified and held harmless by the CLIENT in this behalf at all times.

### Shortfall in margins and other provisions:

- i) If payment/securities towards the Margin or shortfall in Margin is not received instantaneously to enable restoration of sufficient Margin in the CLIENT's account, all or some of the F&O positions of the CLIENT as well as the securities of the CLIENT in the possession or control of IDBI CAPITAL may be liquidated by IDBI CAPITAL at its sole discretion, without any reference or prior notice to the CLIENT. The resultant or associated losses that may occur due to such squaring -off or sale of such securities shall be borne by the CLIENT, and IDBI CAPITAL shall be fully indemnified and held harmless by the CLIENT in this behalf. Such liquidation or close out of positions shall apply to any segment/exchange in which the CLIENT does business with IDBI CAPITAL.
- ii) The CLIENT is responsible for all orders, including any orders that may be executed without the required Margin in the CLIENT's account. If the CLIENT's order is executed despite a shortfall in the available Margin, the CLIENT shall, whether or not IDBI CAPITAL intimates such shortfall in Margin to the CLIENT, instantaneously pay and make up the shortfall either through delivery of shares in the event of a sale, or credit the required funds in the Bank account via wire transfer or personal cheque, cashier's banker's cheque or account transfer or any other approved mode as may be required by IDBI CAPITAL.

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## AMENDMENT IN MARGINS

(Any amendment in the percentage of margins as required to be maintained, shall be intimated by IDBI CAPITAL to the CLIENT over the telephone and in writing and by posting the details on its website). The CLIENT is required to make payment/ replenish the shortfall in such margins, if any, on demand of the same by IDBI CAPITAL or otherwise immediately.

## 9. EXPOSURE LIMITS

The CLIENT agrees to abide by the exposure limits, if any, set by IDBI Capital or by the Exchange or Clearing Corporation or SEBI from time to time. Such limits do not create any right and are liable to be withdrawn at any time without notice and the client shall bear the loss on account of withdrawal of such limits. The client agrees to compensate IDBI Capital in the event of IDBI Capital suffering any loss, harm or injury on account of exposure given and/or withdrawn.

Client will be eligible to get the trading exposure only as per the Income Slab Opted by the Client at the time of account opening or any changes made in the Income Slab by the Client thereafter.

## 10. CLOSE OUT:

### a) In case of Purchases:

Notwithstanding the margin position in case of purchase on behalf of CLIENT, the CLIENT authorises IDBI CAPITAL to close out the transactions by selling the securities, in case the CLIENT fails to make full payment to IDBI CAPITAL for the execution of the contract within two days of trade execution or before pay-in-day (as fixed by stock exchange for the concerned settlement period, whichever is earlier, unless the CLIENT already has an equivalent credit with IDBI CAPITAL. The loss incurred in this regard, if any, will be met from the margin money of the CLIENT. The CLIENT agrees to make good the shortfall, if any, immediately on being intimated of the shortfall by IDBI CAPITAL.

### b) In case of Sale:

Notwithstanding the margin position in case of sales on behalf of CLIENT, the CLIENT authorises IDBI CAPITAL to close out the contract by effecting purchases/ effecting close out at IDBI Capitals discretion. If the CLIENT fails to deliver the securities sold with valid transfer documents within 24 hours of the trade execution or before delivery day (as fixed by stock exchange authorities for concerned settlement period or such other date as agreed to by the Client and IDBI Capital in accordance with the extent of regulations and statutory provisions, whichever is earlier. Loss on transaction, if any, will be deductible from the margin money of the CLIENT. The CLIENT agrees to make good the shortfall, if any, immediately on being intimated of the shortfall by IDBI CAPITAL.

### c) Non-payment of margin and other amounts :

Without prejudice to IDBI CAPITAL's other rights (including the right to refer a matter to arbitration), IDBI CAPITAL 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/set off/appropriate 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.

### d) Client(s) agree that IDBI Capital has full and complete discretion to square off/ liquidate the purchase/ sale intra day,

overnight or any other position of the client(s). The client,(s) agrees, confirms and admits that the CLIENT shall be aware and in the know of all its positions at all times.

### e) Lien on Client's Account:

All investment products now or hereafter held, carried or maintained by IDBI Capital in their possession or control, for any purpose, in or for the benefit of any of clients accounts, now or hereafter opened, including any accounts in which client may have an interest, shall be subject to a lien in favour of IDBI Capital for the discharge of all indebtedness and client's other obligation to IDBI Capital which are held by IDBI Capital as security for the payment of any liability or indebtedness of client's to IDBI Capital in any of said accounts. Client authorizes IDBI Capital to transfer the investment products and other securities so held from or to any of the client's account with IDBI Capital whenever, in the judgment of IDBI Capital, it is considered that such transfer is necessary for the protection of IDBI Capital. In enforcing IDBI Capital's lien, IDBI Capital shall have the right and discretion to determine which investment product and securities are to be sold and which contracts position are to be closed. In the event of a breach or default by Client under these Terms and Conditions, IDBI Capital shall have all rights and remedies available to a secured credit or under all applicable laws in addition to the rights, recourse and remedies provided herein.

## 11. CORPORATE BENEFITS SETTLEMENT CYCLES:

The CLIENT accepts responsibility of knowing the status of all corporate benefits like rights and bonus issues, dividends and stock splits of shares that he/it intends to trade or which are held in his/it account. The CLIENT accepts responsibility knowing the correct ISIN Numbers of the shares in his /its account and the eligibility/validity/genuineness of the shares to meet share pay in obligations to the Exchange/ Clearing Corporation whether received by way of purchase, rights, bonuses, stock split, off market transfers or otherwise.

## 12. TRADE CONFIRMATION:

IDBI CAPITAL shall send the trade confirmation to the CLIENT, in the form of contract note cum bill/ Electronic Contract Note or otherwise via mail, e-mail, fax, courier, Registered A.D., SMS or otherwise at the postal address, telephone / fax nos., e-mail addresses intimated by the CLIENT to IDBI CAPITAL. The CLIENT understands that it is client s responsibility to review or check/ verify the trade confirmations, the details in the contract notes, the bills or statements of account immediately upon their receipt, all information, particulars, trades contained therein shall be binding upon the CLIENT, if the CLIENT does not object in writing to any of the contents preferably within 30 days from receipt of monthly / quarterly statement & Contract Note cum bill / Electronic Contract Note. In all cases, IDBI CAPITAL reserves the right to determine the validity of the CLIENT's objection to the transaction. The CLIENT agrees that IDBI CAPITAL will not be responsible for the non-receipt of the trade confirmation due to any change in the details/correspondence address of the CLIENT not intimated to IDBI CAPITAL in writing. Further the Client understands that in case of any non-compliance of the Bye-Laws, rules and regulations, as laid down by SEBI/ Exchanges and/or the Depository, and for any other matter,

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that may be decided by IDBI Capital from time to time, IDBI Capital may charge penalty to the Client. Such penalty amount shall be directly debited to the Clients account. The Client authorizes IDBI Capital to debit his/her trading account for the amount of penalty charged in his/her account registered with IDBI Capital.

### 13. DELAYED REPORTING OF TRANSACTIONS:

- i) If trades or transactions are reported late to IDBI CAPITAL on account of any problems at the Exchange or for any reason, the CLIENT in turn will be subject to late reporting of transactions and any other action dependent on the same.
- ii) In addition, any errors reported whatsoever to the CLIENT for any reason whatsoever will stand subsequently corrected to reflect the transaction that was effected in the market.

### 14. PAY-IN/PAY-OUT OF SECURITIES / FUNDS:

- A. The CLIENT agrees that IDBI CAPITAL shall not be obliged to deliver any securities or pay any money to the CLIENT unless and until the same has been received by IDBI CAPITAL from the Exchange, the Clearing Corporation / House or the concerned Mutual Fund or other company or entity liable to make the payment. Unless IDBI CAPITAL otherwise determines, and subject to IDBI CAPITAL 's rights to set off and other rights as mentioned in these Terms and Conditions, and other documents executed by the Client with IDBI Capital, the securities to be delivered by IDBI CAPITAL to the CLIENT pursuant to the CLIENT's purchase transactions shall be credited to the designated depository account of the CLIENT and the sale proceeds to be paid by IDBI Capital to the CLIENT shall be deposited to the designated Bank account of the CLIENT.
- B. In case of purchase of securities by the CLIENT, at times IDBI CAPITAL may be unable to deliver the securities to the said purchaser on the pay-out day due to non-receipt of the securities from the stock exchange (s) or in case of non-receipt of the said securities from another CLIENT of IDBI CAPITAL who has sold the securities against the said purchase transaction. In cases of such short delivery, the securities shall be delivered to the purchaser as per the policy of the Company as amended from time to time.

Client hereby authorizes IDBI Capital, to move/ transfer funds from any/all its accounts and/ or payouts resulting on account of sale of securities and/or payouts due to settlement/ closing of contracts and/or margin refunds from cash/capital market and/or F&O of BSE and/ or NSE and/or any other Exchanges adjust, transfer, set-off and appropriate the same towards debit balances in the Clients accounts of cash/capital market and/or F&O segment of BSE and/or NSE and debit balances in depository account and/or any other debits and/or payments. Further, the Client authorises IDBI Capital to carry out the transfer, either by passing a journal entry (backed by actual fund transfer) in its books of accounts of the respective section/ department and/or physical exchange of cheques/electronic transfer.

- C. At all times, the CLIENT agrees to make the payment of

funds only in the name of IDBI CAPITAL titled "IDBI Capital Markets & Securities Limited" vide fund transfer/ account payee cheques / demand drafts, if permitted or by any other permitted modes, with details of the CLIENT code and the name of the CLIENT mentioned on the reverse of the instrument.

- D. At all times, the CLIENT agrees to transfer the securities only to the designated depository account of IDBI CAPITAL.
- E. The CLIENT agrees that IDBI CAPITAL shall not be responsible for any loss, damages in respect of any funds/ securities which are deposited/ transferred to any account other than that of IDBI CAPITAL's designated account under these Terms and Conditions.
- F. In the eventuality of the CLIENT receiving shares in his demat account by mistake or for any reason (which he/ she/it is supposed to have not received) the Client is liable to return such securities and / or compensate IDBI CAPITAL.

### 15. DELAYED PAYMENT:

Notwithstanding anything contained in these presents, in case of any amounts which are overdue from the CLIENT towards trading either in the cash or derivative segments including all types of margins, pay-in obligations or dues on account of any other reason to IDBI CAPITAL, the client will be charged delayed payment charges on the amount outstanding at the rate of 0.06% per day (calculated on 365 days basis) or such other rate as may be determined by IDBI CAPITAL with reasonable notice and mutual consent by the client in writing. The CLIENT hereby authorises IDBI CAPITAL to directly debit the same to the account of the client on a daily basis or as agreed to with the CLIENT from time to time. The CLIENT also agrees that any amount overdue from the CLIENT (including the interest on delayed payment) shall be adjusted by IDBI CAPITAL from dues owed to the CLIENT. The client undertakes to make payment of such delayed payment charges charged without delay.

### 16. INFORMATION OF DEFAULT IN PAYMENT / DELIVERY:

Information of 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).

### 17. CONDITIONS FOR F&O TRANSACTIONS

- a. The Client understands and is aware of risks in F&O trading which carry a significant risk of substantial loss. Further, the client is aware that given the leverage involved, the losses can occur and multiply rapidly, potentially exceeding client funds (including securities deposited) deposited and collaterals, credit balance, if any, for margins or for any other purpose or earmarked as risk capital.
- b. The client is fore warned that IDBI Capital does not and cannot guarantee that risks associated with his/her/their trading in F&O Segment can be limited, minimized or

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eliminated. IDBI Capital in no way assumes any responsibility for monitoring his/her/their exposure, open positions, margins, deposits, losses or changes in his/her/their net worth.

- c. The client undertakes that the Client shall ensure that he/ she/they receive contract notes, bills and ledger account etc. documents regularly from IDBI Capital. Further the CLIENT shall ensure and confirm that he/ she/they will read, understand and verify the contents of these and other documents relating to F&O transactions carried out in his/her/ their names and code (s) promptly and on a daily basis. Client shall remain proactive, vigilant, watchful and careful with regard to all aspects of F&O trading and payments of margins, mark to market losses and debit balances in the ledger account, verification thereof and other dues and prompt in bringing his/her/their grievances, if any to the attention of, IDBI Capital. The CLIENT agrees, confirms and admits that in no situation the client shall hold IDBI Capital and its directors, employees and/or its representatives/associates responsible, liable and accountable for anything and IDBI Capital and its directors, employees and/or its representatives/associates before any authority, court, etc. shall always stand absolved from any liability, claim, loss, harm, injury, counterclaim, damages and claim of such nature except for any fraud or malafide on account of IDBI Capital.
- d. Client shall daily keep track of his/her/their F&O positions, exposure, movement in prices intraday, margins, mark to market losses / profits, collaterals values, etc. working when live trading sessions are on or otherwise also and at no time blame IDBI Capital for not communicating to the client any information or not making any call to the client in any situation ordinary or extra - ordinary. Client understands that time and full payments of mark to market losses/margins are the essence of F&O transactions settlement. Client accepts full responsibility for his/her/their decisions to trade in F&O Segment and all consequences thereof in all scenarios and at all times.
- e. Client understand that in the event of IDBI Capital granting any accommodation in any manner in the matter of clients dues, margin, collaterals, carry forward/ rollover, etc. the client shall not raise a ground/objection of such favours availed by client in any proceeding (civil and/or criminal) between client and IDBI Capital.
- f. Client is made aware of all F & O transactions working (including margin / mark to market losses) and documentation and client understands the documents including contract notes, bills, margin related documents, ledger account etc, Client clearly knows that in case of deficit / shortfall in margin, mark to market losses, debit balances etc. dues at any point of time in clients account, IDBI Capital shall be entitled to square - off /close - out / liquidate clients outstanding F & O positions without even informing client (as client has voluntarily undertaken to keep track of his/her/their F & O positions and obligations thereof as aforesaid) at any time at their sole discretion. Client undertakes, assures and promises IDBI Capital to pay - up all his/her/their dues, losses, debit balances in time and when called upon which are accounted in clients account, the Client

shall fully indemnify IDBI Capital and hold it harmless at all times.

## 18. STOCK BROKER CLIENT COMMUNICATION:

### a. Form of Communication

Documents which may be sent by physical/electronic delivery between the parties may be in the form of personal delivery, courier, post, an electronic mail (including any auto replies from the system of IDBI CAPITAL), an electronic mail attachment or in the form of an available download from the web site. IDBI CAPITAL shall be deemed to have fulfilled any legal obligation to deliver to the CLIENT any such document if sent via personal delivery, courier, post, electronic delivery or any other approved mode.

### b. Communication of Documents

- (i) IDBI CAPITAL shall send to the CLIENT by personal delivery, courier, post, electronic means or any other approved mode the contract note/trade confirmations of the trades executed, bills and account statements or such other data relating to the CLIENT's trading account with IDBI CAPITAL. IDBI CAPITAL will not be responsible for non-receipt of documents sent via courier, post, electronic delivery or any other approved mode due to change in the address of the CLIENT which is not intimated to IDBI CAPITAL.
- (ii) IDBI CAPITAL may at any time amend the margin requirements, the list of approved securities accepted as margin etc. by modifying or rescinding any of the existing provisions or conditions or by adding any new provision or condition on its web site. IDBI CAPITAL shall not be required to communicate any modification or rescission individually to the Client either through physical or electronic form, and any separate notice of amendment or modification is deemed to be waived by the Client. The continued use of the services of IDBI CAPITAL after such notice will constitute acknowledgment and acceptance of such amendment.
- (iii) The Client here by agrees that the Ledger Statements in respect of transactions entered into on the Cash & F&O Segment of the Exchanges will be combined for the purpose of convenience and the payments received and paid by IDBI Capital will be appropriated as may be deemed necessary.

### c. Terms and Conditions for receipt of documents by the Clients in electronic form

- (i) IDBI Capital shall send the documents, contract notes, transaction statements etc. to the e-mail ID as provided by the client. The Client agrees to provide IDBI Capital with his/her/its correct e-mail ID in the account opening documents or subsequently vide permitted mode. IDBI Capital shall not be responsible for e-mails sent to any wrong e-mail ID provided by the client and such documents, contract notes, transaction statements etc. shall be deemed to be received if sent to the e-mail ID provided by the Client.
- (ii) The CLIENT understands that it is his/ her/ its responsibility to open and review all communication sent by IDBI Capital to the email ID provided by the CLIENT. All information contained there in shall be binding upon the CLIENT, if the CLIENT does not object either in writing or via electronic mail, in all cases, IDBI CAPITAL

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reserves the right to determine the validity of the Client's objection to the transaction. Non verification by the Client or not accessing the documents on a regular basis shall not be a reason for disputing the same at a later date.

- (iii) Should the Client experience any difficulty in opening a document electronically delivered by IDBI Capital, IDBI Capital may, on receipt of intimation from the Client in that regard, make the required delivery by any other electronic means (e-mail, fax, electronic mail attachment, or in the form of an available download from the website) or in paper format. Failure to advise IDBI CAPITAL of such difficulty preferably within 24 hours from the date of execution of the trade shall serve as an affirmation that Client was able to receive and open the said document.
- (iv) In the event the client opts to receive contract notes in electronic form, the Client agrees not to receive the contract notes in paper form from IDBI Capital. Provided however that in case when IDBI CAPITAL is not able to provide the Contract Note to its Clients through (web based) electronic medium due to any unforeseen problems, IDBI Capital shall ensure that the contract note reaches to the Client in physical form as per the time schedule stipulated in the Bye-Laws, Rules and Regulations of the Exchanges.
- (v) IDBI Capital agrees that in case of receipt of bounced back notification from the e-mail ids provided by the CLIENT, IDBI Capital shall make the required delivery in paper based format immediately thereafter.
- (vi) The Client agrees that IDBI Capital will not be responsible for non-receipt of documents due to change in/ incorrect email id provided by the Client for the purpose or for any reason which inter alia include insufficient space in the inbox of the Client, technical reasons or malfunction of the Client's computer system/ server/ internet connection etc. It shall be the responsibility of the Client to intimate IDBI Capital of any change in the Client's e-mail id.
- (vii) IDBI Capital shall not be liable or responsible for any statement received from frauds or impostors or any consequences thereof. The Client is also aware that IDBI Capital duly posts the contract notes/other documents (as decided by IDBI Capital) of the respective clients on the website also and that the same can be accessed by the Client on the website with the help of the security code given to the Client by IDBI Capital.

**d. Change of Address**

Unless the CLIENT informs IDBI CAPITAL of the change of address for communication in writing along with the address proof, all notices, circulars, communication or mail sent to the existing address shall be deemed to have been received by the CLIENT.

**e. Notices/ Policies**

Certain policies and/or procedures may be further outlined on IDBI CAPITAL's web site and material/ literature and frequently asked questions (FAQ's) provided to the CLIENT through IDBI CAPITAL's web site and services. The CLIENT agrees to be bound by any and all such notices, policies (including password policy) and terms of doing business.

**19. INACTIVE AND DORMANT ACCOUNTS**

The CLIENT agrees that if there are no debit transactions in its account for the continuous period of 1 year, it will be treated as an inactive/ dormant account. It may be activated in accordance with the policy of IDBI Capital.

**20. ARRANGEMENT WITH ALLIANCE BANKS:**

IDBI CAPITAL has alliance with one or more banks (the "Alliance Banks"). The web site of IDBI CAPITAL has a payment window through a link to the web site of the Alliance Banks. In such a case, the CLIENT could make the payment for securities purchased by him/her/it by crediting the purchase amount (along with the indicated brokerage amount/ other charges) directly to the account of IDBI CAPITAL with the Alliance Bank by means of a fund transfer. Similarly in the case where the CLIENT makes an order for sale of securities IDBI CAPITAL would credit the account of the CLIENT with the Alliance Bank by means of a fund transfer on the pay-out date of the relevant Exchange on which the sale transaction is carried out. IDBI CAPITAL expressly states that the payment gateway mechanism is a service offered by the Banks with whom IDBI CAPITAL has established alliances for facilitating the transfer of funds between the CLIENT's account and IDBI CAPITAL's account. IDBI CAPITAL expressly excludes liability for consequential loss or damage or loss of profit, business, revenue, good will or anticipated savings which may arise in respect of (i) the payment gateway services offered by such Banks; or (ii) the Payment Mechanism

**21. CONDITIONS GOVERNING AVAILMENT OF OTHER SERVICES PROVIDED BY IDBI CAPITAL FOR TRADING/INVESTING IN SECURITIES OTHER THAN ON THE FLOOR OF THE STOCK EXCHANGE:**

- a) The Client agrees that the instructions with regard to the transactions may be in the Client's sole name or in the name of the Client jointly with other persons.
- b) The CLIENT undertakes to read and understand all relevant offer documents and addenda thereto and terms and conditions of all schemes of all mutual funds, other securities including Initial Public Offerings, Rights Issue, Buy Back Offers, etc. offered through IDBI Capital website before entering into any transactions through IDBI Capital and agrees to abide by the terms, conditions, rules and regulations as applicable from time to time. IDBI Capital will not be held responsible for any of the information contained/ omitted from any related documents.
- c) IDBI Capital or the concerned Mutual Fund / Issuer or their respective Registrars shall entertain ONLINE transactions requests and / or requests made through telephone in the manner provided under these Terms and Conditions.
- d) IDBI Capital may refuse to act on any instructions unless they are given in the manner and form acceptable to IDBI Capital. However, IDBI Capital shall have no responsibility to determine the authenticity of any instructions given or purported to be given by the Client. The Client shall not hold IDBI Capital liable on account of IDBI Capital acting in good faith on instructions given by the Client or its authorized representatives.

Client Signature





- e) IDBI Capital may decide at its discretion not to carry out the Client's instruction when IDBI Capital has reasons to believe (which discretion of IDBI Capital the Client shall not question or dispute) that the instructions are not genuine or are otherwise improper / unclear / raise a doubt. IDBI Capital shall not be liable if any instructions are not carried /partly carried out for any reason, whatsoever.
- f) In case of Mutual Funds, the Client agrees and acknowledges that IDBI Capital shall provide the facilities as provided in these Terms and Conditions only in respect of the select Mutual Funds, with whom IDBI Capital has entered into a separate arrangement.
- g) The Client shall ensure that the transactions through IDBI Capital are executed in accordance with the applicable laws, bye laws, rules and regulations governing the specific investment product. IDBI Capital may, from time to time, impose and vary limits on the orders which the Client may place, including but not limited to exposure limits, turn over limits and limits as to numbers. The Client agrees that IDBI Capital shall not be responsible for any variation or reduction that may be deemed necessary by IDBI Capital based on its risk perception and other relevant factors.
- h) The Client agrees and understands that the folio number of the Client in respect of the Mutual Fund schemes shall be received by IDBI Capital from the Asset Management Company.
- i) The Client agrees that the Client shall not, without prior intimation & acknowledgement of IDBI Capital, deal/ liaise with the issuer company/ mutual fund/ asset management company or its respective registrar in respect of the services availed under this arrangement.
- j) For change of address and personal details of the CLIENT, the CLIENT shall send a letter or fax to IDBI Capital signed by all the co-holders, if any.
- k) The CLIENT is requested to check up the personal and bank related details provided by him. Neither IDBI Capital nor any of the Mutual Funds /Issuers chosen shall accept any liability which may arise as a consequence of the erroneous information provided by the CLIENT.
- l) Further, any change in the details of the Client including but not limited to the Demat account, Bank Account, Address, shall be first intimated to IDBI Capital who may in turn liaise with the Issuer Company / Mutual Fund/Asset Management Company or its respective Registrars to update such changes. The Issuer Company /Mutual Fund/ Asset Management Company or its respective Registrars may reject such requests and in such an event IDBI Capital shall to be liable for any such rejection.
- m) The Client further agrees that the Client shall not close/ change the details of the Demat account / Bank account without prior notification to IDBI Capital and the Client agrees that IDBI Capital may instruct the Depository Participant /Bank of the Client to reject any such request received from the Client.
- n) The Client acknowledges that the purchase / application instructions shall be processed by IDBI Capital only after sufficient funds to cover the purchase / application price and other costs and charges are received by the IDBI Capital.
- o) If after execution of any transaction it is for any reason found that IDBI Capital has not been provided with sufficient funds by the Client, the Client shall pay the deficient amount to IDBI Capital forth with on demand, failing which IDBI Capital may (but shall not be bound to) square up the transaction at any time at the Client's sole risk and cost. Any loss arising on such squaring up will be borne solely by the Client and the Client shall pay to IDBI Capital the additional amount that may be payable by the Client, IDBI Capital's demand being conclusive.
- p) The Client declares and confirms that the amount being invested by the Client either directly or through its Authorized Representative, in any schemes of all mutual funds or other securities including but not limited to Initial Public Offerings /Public Offers, Rights issue and Buy Back offers is obtained through legitimate sources and is not held or designed for the purpose of contravention of the provisions of any Act, Rules and Regulations or any statute or legislation or any other applicable Laws or any Notifications, directions issued by any Governmental or Statutory Authority from time to time.
- q) In case the Client is a Non-resident Indian, the Client confirms that the funds are remitted from abroad through approved banking channels or from the NRE / NRO/ FCNR account.
- r) In case of Mutual Fund, the units of schemes shall be allotted, redeemed or switched, as the case may be, at the Net Asset Value prevalent on the date of the application, if the application for purchase, redemption or switch is received by the Fund before the cut-off time as specified on the website and consistent with terms of the Scheme. IDBI Capital shall take all necessary action to ensure that the NAV allotted is the NAV applicable on the date of the transaction. However IDBI Capital shall not be liable for any loss that may arise to the CLIENT as a result of the correct NAV not being allotted to the CLIENT's transactions on the web site. Any request falling due on holiday would be processed on the next business day and respective NAV would be applicable as per the Mutual Fund s offer documents.
- s) In case of other securities, the order for purchase, sell, offer under Buy Back etc. shall be accepted by IDBI Capital only if the same is received by the cut off time/ date as indicated on the website and consistent with the terms of the offer.
- t) The CLIENT can access and view his/her /its transactions on the web site and take printouts of relevant documents. The physical copy of the transactions statement or the account statement shall be sent only on request to the CLIENT.
- u) The Client agrees and acknowledges that after the first purchase transaction in any Mutual Fund, the Client may not be permitted to transact till the folio number is allotted.
- v) IDBI Capital does not accept any liability for delay in processing time at the Mutual Fund's/ Issuer or Registrars'end.
- w) It is explicitly stated herein that the services offered in respect of Mutual Fund schemes/ Offer Documents/ other schemes by IDBI Capital, should not be considered to have been recommended by IDBI Capital.

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- x) The Client further agrees that IDBI Capital shall not be held responsible for non-allotment of securities either fully or partly to the Client, for any reason whatsoever. IDBI Capital shall not be held responsible in case due to some reason the bid/ application/ revision instructions sent by the Client is not received by it, or if the bid / application / revision could not be uploaded to the Stock Exchange, or could not be sent to the Bankers/Registrar to the issue.
- y) IDBI Capital shall not be held responsible for non receipt/ delay in/ incorrect receipt of fund, if any, from the Registrar/ Company. IDBI Capital shall not be held responsible for incorrect Tax Deduction at Source (TDS) by the Registrar /company, if applicable, or for non-receipt or delay in / incorrect receipt of TDS Certificate, if any from the Registrar /Company/Mutual Fund.
- z) IDBI Capital shall not be liable for any loss or damage caused by reason of failure or delay of the mutual fund to deliver any units purchased even though payment has been made for the same or failure or delay in making payment in respect of any units sold, though they may have been delivered.
- aa) For all services provided by IDBI Capital for trading in securities other than on the floor of the Stock Exchange, IDBI Capital shall act on best effort basis to process applications made by the Client. IDBI Capital shall not be liable for any loss direct or indirect caused due to delay in processing of application or any other reason whatsoever.
- bb) The Client understands that the corporate actions including but not limited to Dividends, declared by the Issuer Company/ Mutual Fund shall be directly paid by the Issuer Company/ Mutual Fund to the Client.
- cc) IDBI Capital shall also not be liable to the Client for any delay, failure or refusal of the Mutual Fund/ any Issuer Company/ Corporation or other body in registering or transferring units to the names of the Clients for any interest, dividend or other loss caused to the Client arising there from.
- dd) The Client agrees to provide IDBI Capital with any confirmation/ declaration or any other document that the concerned Issuer/Asset Management Company or any other entity may from time to time require IDBI Capital to collect from the Client in respect of the services offered under this arrangement.
- ee) IDBI Capital shall not be responsible for any changes in the data of any scheme as detailed out in the Offer document or any other documents / material issued by Asset Management company/ Issuer Company/ Mutual Fund.
- ff) Neither IDBI Capital, nor any of the Mutual Funds/ nor the Issuer shall be liable for any failure to perform its obligations, to the extent that such performance has been delayed, hindered or prevented by system failures, network errors delay or loss of data due to above and in circumstances of acts of God, floods, epidemics, quarantine, riot or civil commotion and war.
- gg) IDBI Capital shall provide its services on a best efforts basis. However IDBI Capital shall not be liable for any system/ equipment failure or for any loss, damage or other costs arising in any way out of/for
- i) System failure including failure of ancillary or associated systems, or fluctuation of power, or other acts of God/ force majeure;
- ii) Accident, transportation, neglect, misuse, errors, frauds of the CLIENT's or his/her/its agents or any third party, or
- iii) Any fault in any attachments or associated equipment of the CLIENT;
- iv) Any incidental, special or consequential damages including loss of profit.
- v) The Client hereby authorises IDBI Capital to use the balance in the Client's trading account maintained with IDBI Capital for the purpose of investments in such transactions and similarly to use the balance in such Investment Account for setting off the debits in Client's Trading Account or otherwise, on the basis of Client's instructions, from time to time.

## 22. PREVENTION OF MONEY LAUNDERING

- a) The Client confirms and understands that the trading/ demat account is opened for trading/investment in securities.
- b) The Client has read and understood the Prevention of Money Laundering Act (PMLA), 2002, Rules, Circulars made there under & IDBI Capital's Policy for Prevention of Money Laundering available on the website of IDBI Capital.
- c) The Client agrees to abide by the Prevention of Money Laundering Act, 2002, Rules, Regulations there under, circulars, press release, KYC Norms and Policy, as and when made applicable, issued by any regulatory authority as formed there under from time to time.
- d) The Client shall provide with all necessary information and details as required by IDBI Capital from time to time.
- e) The Client agrees that he/she/they are not a person of a suspicious background or having links with any known criminals and the Client is not involved or indulged knowingly or assist, directly or indirectly, in any process or activity connected with the proceeds of crime nor is a party to it.
- f) The Client agrees that he/she/they is/are neither involved nor have indulged knowingly or assisted, directly or indirectly in projecting any proceeds of crime as an untainted property.
- g) The funds utilized/proposed to be utilized for the purpose of investment have been derived through proper means and does not involve any black or hawala money in any manner.
- h) The transfer of funds/securities from the account maintained in the account shall be from known source and the Client shall provide clarification to IDBI Capital on request.
- i) The Client shall be responsible for any transactions taking place in his/her/their account.
- j) The Client shall intimate the Principal Officer of IDBI Capital as well as the concerned authority on knowing of any suspicious transactions or having obtained any material which may have any link with any crime or proceeds of crime.

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- k) The Client shall provide to IDBI Capital, on an annual basis, income and other financial details including a copy of income tax return filed with the Income tax department or any other relevant document as required by IDBI Capital from time to time.
- l) The Client agrees, undertakes and authorizes IDBI Capital or its agents to make references and enquiries relative to information in this application which IDBI Capital or their agents consider necessary.
- m) The Client agrees and authorizes IDBI Capital and its agents to exchange, share or part with all the information, data or documents relating to his/her/their application and transaction information to other IDBI Capital Group Companies/Banks/Financial Institutions/Credit Bureaus/Agencies/Statutory Bodies/Regulatory Bodies/Auditors as IDBI Capital may deem necessary and/or appropriate as may be required for use or processing of the said information/ data by such person (s) or furnishing of the proceed information/data/products there of to other Banks/Financial Institutions/Credit Providers/Agencies/Users registered/Regulatory Bodies/Auditors with such persons and the client shall not hold IDBI Capital to whom such information etc. is disclosed liable for the disclosure or use of such information.
- n) The Client agrees and understands that IDBI Capital reserves the right to reject any application without providing any reason. Further the Client agrees and understands that IDBI Capital reserves the right to retain the application forms, and the documents provided there with, including photographs and the same will not be returned to the Client.

**23. MISCELLANEOUS PROVISIONS GOVERNING THE TERMS:**

- a) The Client hereby unconditionally, absolutely and irrevocably undertakes to pay immediately any amount due and payable under these Terms and Conditions on being called upon to do so without any demur, merely on a demand in writing from IDBI CAPITAL stating that the amount claimed has become due and any such demand made on the Client shall be conclusive as regards the amount due and payable by the Client.
- b) The Client agrees that any notice served on the Client either by actual delivery there of or sent by Registered Post /E-mail / Fax to the address of the client first mentioned herein above shall be deemed to have been duly served.
- c) One or more of the provision of these Terms and Conditions may be invoked by IDBI CAPITAL whenever there is a loss occasioned to IDBI Capital without affecting its rights to invoke these Terms and Conditions for any further loss that may devolve later.
- d) All trades, transactions and contracts are subject to the Rules, Bye-Laws and Regulations of the Exchange.
- e) The CLIENT agrees that each participating Exchange or association or agency asserts a proprietary interest in all of the market data it furnishes to parties that disseminate the said data. The CLIENT shall use real-

time quotes received on the web site of IDBI Capital only for the CLIENT's individual use and shall not furnish such data to any other person or entity. The CLIENT is authorised to use materials which are made available by IDBI CAPITAL's web site for the CLIENT's own needs only, and the CLIENT is not authorized to resell access to any such materials or to make copies of any such materials for sale or use to/ by others. The CLIENT shall not use, modify or delete any copy right or other intellectual property rights, notices from printouts of electronically accessed materials from IDBI Capital web site.

- f) In cases where the Client has Trading account as well as demat account with IDBI Capital, for the convenience of payment of all the charges, pertaining to the Client's demat account, the Client authorises IDBI Capital to debit his/her trading account with all the DP account charges, as and when the bill is raised by IDBI Capital.

**g) LIMITATION OF LIABILITY:**

IDBI CAPITAL does not guarantee, and shall not be deemed to have guaranteed, the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages disseminated to the CLIENT or the execution of the orders placed by the CLIENT. IDBI CAPITAL shall not be liable for any inaccuracy, error or delay in, or omissions of,

- 1) any such data, information or messages, or
- 2) the transmission or delivery of any such data, information or messages, due either to any unintentional act or omission by IDBI CAPITAL or to any "force majeure" event (e.g. flood, extraordinary weather condition, earth quake or any other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communication failure, power failure, shut down of the systems for any reason (including on account of computer viruses equipment or software malfunction); or otherwise or any cause beyond the reasonable control of IDBI CAPITAL
- 3) Cancellation or non-execution of the order placed by the CLIENT with IDBI CAPITAL.

- h) IDBI CAPITAL shall not be liable for any inaccuracy, error, false statement, misrepresentation committed by any sales or other associates /third parties engaged by IDBI Capital to promote the services offered by it. The CLIENT agrees that he/she/it places no undue reliance on such persons and will exercise due care and diligence in relying on any statements made by any persons. Under no circumstances shall IDBI CAPITAL or anyone involved in creating, producing, delivering or managing IDBI Capital services be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the service, delay in transmission of any communication, in each case for any reason whatsoever (including on account of breakdown in systems) or otherwise.

**i) INTERRUPTION IN SERVICES:**

IDBI CAPITAL does not warrant that the service will be uninterrupted or error free. The service is provided on an "asis" and "as available" basis without warranties of any kind, either express or implied, including, without limitation, those of merchant ability and fitness for a particular purpose. The CLIENT agrees that IDBI Capital shall not be held responsible for any break down of the

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system either due to the fault of the systems of IDBI CAPITAL or of the Exchanges or otherwise for any reason whatsoever.

j) The CLIENT undertakes that the Client has read the relevant rules and regulations and further undertakes to abide by the mat all times. It shall be the responsibility of the CLIENT to comply with all trading / settlement cycles, delivery /payment schedules, any changes therein from time to time and the procedures of the relevant stock exchanges/clearing houses as may be applicable to the CLIENT.

k) The CLIENT is aware that IDBI CAPITAL records the conversations between the CLIENT/ CLIENT's representative and IDBI Capital, either personally or over the telephone, and hereby specifically permits IDBI CAPITAL to do so. Such recordings may be relied upon by IDBI CAPITAL and the Client for valid purposes as and when required to resolve disputes in connection with the trading transactions or for anyother purpose.

l) **RESTRICTIONS ON ACCESS TO WEB SITE AND TRADING**

The CLIENT understands that IDBI CAPITAL may at any time, at its sole discretion and without prior notice to the CLIENT, prohibit or restrict the CLIENT's access to the use of the website or related services and the CLIENT's ability to trade. IDBI Capital may block the CLIENT's account at any time for any reason and without prior notice to the CLIENT. The CLIENTwill bear any loss that he/she/it may be faced with due to inability to execute further trades on account of such restriction. The blocking of an account will not affect the rights and/or obligations of either IDBI Capital or the CLIENT accrued prior to the date the account is blocked.

m) **INDEMNITY**

- (i) Though orders are generally routed to the Exchange immediately after being placed by the CLIENT, on failure of execution of the order due to any link/system failure at the CLIENT/ IDBI Capital /Exchange's end or for other reasons, the CLIENT hereby specifically indemnifies and holds IDBI CAPITAL harmless from any and all claims, and agrees that IDBI Capital shall not be liable for any loss, actual or perceived, caused directly or indirectly by government restriction, exchange or market regulation, suspension of trading, war, strike, equipment failure, communication line failure, system failure, security failure on the Internet, shutdown of systems for any reason (including on account of computer viruses), unauthorized access, theft, any fraud committed by any person whether in the employment of IDBI CAPITAL or otherwise or any problem, technological or otherwise, that might prevent the CLIENT from contacting the TRADE OVER PHONE SERVICES of IDBI CAPITAL or entering IDBI CAPITAL 's system for executing an order
- (ii) The Client agrees that the provision of indemnity shall continue to remain in force until IDBI CAPITAL in writing discharges of the said obligations / liabilities of the client.
- (iii) The CLIENT further agrees that he/she/it will not be compensated by IDBI CAPITAL for any "lost opportunity" viz. notional profits on buy/sell orders which could not be executed due to any reason whatsoever, including but not limited due to time lag in the execution of the order or the speed at which the system of IDBI CAPITAL or of

the Exchanges is operating, any shutting down by IDBI Capital of his/her/its system for any reason or IDBI Capital disabling the CLIENT from trading on its system for any reason whatsoever.

n) **WARRANTIES OF CLIENTS:**

- (i) The CLIENT hereby represents and warrants that the terms and conditions stated herein have been clearly understood and that the information furnished to IDBI CAPITAL is accurate and truthful. The Client agrees, confirms and admits that it shall keep IDBI Capital updated of its financial position/details from time to time.
- (ii) All actions required to be taken to ensure compliance of all the transactions, which the client may enter into pursuant to this arrangement with all applicable laws, shall be completed by the client prior to such transaction being entered into.
- (iii) If Client resides or gives any orders from outside India, Client agrees to ensure and represent that such orders will have to be given in compliance with any and all applicable law of the relevant jurisdiction from which Client orders are given and laws and regulations prevalent in India, and Client further agrees that Client shall, when, in doubt, consult or obtain legal and professional advice in or of the relevant jurisdiction. Client accepts that there may be taxes, duties, impositions or charges payable to relevant authorities in respect of Client residing or the giving of any order from outside India and the execution of such order, and Client agrees to pay such taxes, duties, impositions or charges as are applicable and authorizes IDBI Capital to make such payments on its behalf, if required by law, which shall be completely and entirely reimbursed and paid to IDBI Capital by Client. Client further agrees to indemnify IDBI Capital on demand for any claims, demands, actions, costs and expenses IDBI Capital may suffer or incur in connection with or arising from Client residing or giving of any such order from outside India.
- (iv) Client agrees to pay the charges as per the schedule of charges attached to the form and any revision thereof from time to time. Opening of the trading account is subject to the payment of these charges.
- (v) Client authorises IDBI Capital to debit all the incidental charges/ expenses and credit all the transaction proceeds automatically to its trading account with IDBI Capital for the trading activities/facilities.
- (vi) The Client confirms that no insolvency proceedings have been initiated against the Clients nor has the Client been adjudicated insolvent.
- (vii) The Client confirms that the Client is not a member of the National Stock Exchange of India Ltd or BSE Ltd., and in the event of becoming members of the respective stock exchange(s) in future the Client shall intimate IDBI Capital of the same and shall not execute trades through IDBI Capital.

o) **ASSIGNMENT**

The client agrees and acknowledges that IDBI Capital may at any time during the subsistence of the arrangement, as per applicable laws, rules and regulations, assign, transfer or otherwise alienate, by executing terms and conditions or in any other manner, all or any of its rights and/ or obligations in terms of this arrangement to any person or entity including but not limited to its affiliates, associates or sister companies

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and the rights and obligations of IDBI Capital under this arrangement or any amendment or modification here to shall vest and ensure in favour of such assignee without any further act or deed. The client may not assign any right or obligations here under without first obtaining the prior written consent by an authorized officer of IDBI Capital. IDBI Capital may however, assign the rights and obligations to any third person as per applicable laws, rules and regulations.

p) **SEVERABILITY:**

In case any one or more of the provisions contained in these terms and Conditions becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereto.

#### **24. TERMINATION OF SERVICE**

The services may be withdrawn any time by IDBI Capital provided the Client(s) are given a notice of one month under the circumstances. The closure of all accounts of the Client (s) will automatically terminate the services of IDBI Capital. IDBI Capital may suspend or terminate trading facilities without prior notice if the Client(s) has breached these terms and conditions or any document executed with IDBI Capital in respect of the services or IDBI Capital has learnt of the death, bankruptcy or lack of legal capacity of the Client(s). Cancellation/ termination shall not affect the rights and liabilities of the parties in respect of the transactions executed before the date of such notice.

#### **25. DISPUTE RESOLUTION & JURISDICTION**

- a) IDBI CAPITAL and the CLIENT are aware of the provisions of the Rules, Bye-laws and Regulations of the Exchanges relating to the resolution of the disputes / differences through the mechanism of arbitration provided by the Exchanges and agree to abide by the said provisions in so far as any disputes under these Terms relate to transactions that have been carried out or were to be carried out on the Exchanges.
- b) the court having jurisdiction over the area in which regional arbitration centres is situated shall have jurisdiction in respect of any procedure.
- c) This service does not constitute an offer to sell or solicitation of an offer to buy any shares, securities or other instruments to any person in any jurisdiction where it is unlawful to make such an offer or solicitation. This service is not intended to be any form of an investment advertisement, investment advice or investment information and has not been registered under any securities law of any foreign jurisdiction and is only for the information of any person in any jurisdiction where it may be lawful to offer such a service. Further, no information on the websites of IDBI Capital is to be construed as a representation with respect to shares, securities or other investments regarding the legality of an investment therein under the respective applicable investment or similar laws or regulations of any person or entity accessing [www.idbidirect.in](http://www.idbidirect.in) or any other website maintained by IDBI Capital.

#### **26. PROPRIETARY TRADING:**

IDBI CAPITAL discloses herewith that it undertakes

proprietary trading. The CLIENT confirms having read and understood the terms and conditions of IDBI CAPITAL and those relating to various services and products and accepts and agrees to be bound by the terms and conditions including those excluding/limiting IDBI CAPITAL's and Exchanges' liabilities.

#### **27. AMENDMENT:**

These terms and conditions can be altered, amended and / or modified by the parties mutually in writing. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and Regulations of SEBI or bylaws, Rules and Regulations of the Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in these terms and conditions. Such amendments shall be intimated to the CLIENT. In case the CLIENT continues to deal with IDBI Capital subsequent to the intimation of such amendments, it shall be deemed that the CLIENT is agreeable to the new clauses. However the CLIENT has the right to terminate the arrangement through communication in writing subject to the meeting of the financial and other obligations under these terms and conditions. The provisions of these terms and conditions 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.

#### **28. RESEARCH / TRADING RECOMMENDATION RECEIVED BY THE CLIENT:**

The Client may at its discretion avail of the Research/ Trading recommendations provided by IDBI Capital from time to time. In this regard, the Client understands that IDBI Capital produces fundamental and trading research/ notes/ trading calls / technical calls, particularly on companies, industry, stock markets, and economy from time to time (collectively herein after referred to as "material"). The Client authorizes IDBI Capital to provide the Client with such material through email or by access to the website of IDBI Capital or through SMS or any other mode on a voluntary basis. The Client is aware that such material provided to the Client is only for the personal information of the Client and the Client undertakes that the same shall not be reproduced or redistributed to any other person. The Client understands that such material is not an offer or the solicitation of an offer to buy any security. By sending this material IDBI Capital or any of its officers, directors, personnel and employees shall not be liable for any loss, damage of any nature, including but not limited to direct, indirect, punitive, special, exemplary and consequential, as also any loss of profit in any way arising from the use of this material in any manner. The Client is also aware that the investments discussed in such material may not be suitable for all investors. The Client shall, therefore, before dealing and/or transacting in any of the products referred to in such material, make their own investigation, due diligence seek appropriate professional advice. The Client alone shall be fully responsible/ liable for his/ her/ its investments/ disinvestments on the basis of such material. The Client also agrees that IDBI Capital may discontinue providing such material to the Client and that it would have no responsibility to update any information provided to the Client nor does it represent that the information provided in such material is complete. Further by providing such material

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IDBI Capital is not acting as the Client's portfolio or financial adviser nor does it assume any fiduciary duties.

## 29. DISCLOSURE

As required by the Stock Exchange, IDBI Capital would like to make the following disclosure. The Clauses contained in the Rights and Obligations, Risk Disclosure Document and

Guidance Note are mandatory clauses prescribed by SEBI/ the Exchanges from time to time. The clauses in these terms and conditions including the clauses pertaining to internet trading are additional clauses and are voluntary at the discretion of IDBI Capital and the Client but are required for efficient provision of services by IDBI Capital.

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## APPENDIX A RUNNING ACCOUNT LETTERS (VOLUNTARY)

I hereby authorize IDBI Capital to maintain my account, funds with IDBI Capital on a running basis until the settlement date as given below and to consider the balances in my running funds account with IDBI Capital for the purpose of margin or any other obligations due to IDBI Capital across any segment of any Exchanges and also authorize IDBI Capital to hold my credit in anticipation of the future debits in my account, subject to the provisions contained in SEBI Circular nos. CIR/HO/MIRSD/DOP/CIR/P/2019/75 & SEBI/HO/MIRSD/DOP/CIR/P/2019/95 dated June 20, 2019 & August 29, 2019, respectively and/or any amendments thereto.

I further authorize IDBI Capital to set off/adjust any of my debits/dues in any segment of any exchanges with credits of any other segment(s) of any Exchange(s) in my account.

I/ We understand and agree that no interest will be payable to me/us on the amounts so retained with IDBI Capital. I understand that in the event of me having outstanding obligations on the settlement date, IDBI Capital may retain the requisite funds towards such obligations and may also retain the funds expected to be required to meet margin obligations for next 5 trading days, calculated in the manner specified by the exchanges.

I agree to bring any dispute arising from the statement of account or settlement made by IDBI Capital to the notice of IDBI Capital preferably within 7 working days from the date of receipt of funds or statements, as the case may be. I understand that such periodic settlement of running account shall not be necessary in the following cases:

- i. in case of margin trading, if available
- ii. for funds deposited by me towards collaterals/ margin in the form of bank guarantee (BG)/ Fixed Deposit receipts (FDR).

I understand that this authority for maintaining running account may be revoked by me at any time. I/We will be liable for all losses, damages and actions which may arise as consequence of your adhering to and carrying out my/ our directions given above and further agree that you shall not be liable for any claim for loss or profit, or for any consequential, incidental, special or exemplary damages, caused by retention monies.

I hereby agree that actual settlement of funds in my account may be made at least once in a

Quarterly (Please tick whichever is applicable)

Monthly

Client Signature

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Demat Debit and Pledge Instruction (DDPI)		Date D D M M Y Y Y Y	
I/We hereby give Demat Debit and Pledge Instruction to IDBI Capital Markets & Securities Ltd (ICMS) for my/our demat accounts mentioned below:			
Demat account of the client for which this DDPI is given			
Demat account to be opened through Application / Form No:			
Client ID -		with DP ID -	PAN –
First Account holder Name Demat			
Second Account holder Name Demat			
Third Account holder Name Demat			
Details of Demat accounts of IDBI Capital Markets & Securities Ltd (ICMS) where securities can be transferred and/or pledged using below mentioned DDPI are provided under			
<b>Schedule I.</b>			
S. No.	Purpose	Signature of Client*	
		First Holder	Second Holder
1.	Transfer of securities held in the beneficial owner accounts of the client towards Stock Exchange related deliveries / settlement obligations arising out of trades executed by clients on the Stock Exchange through the same stock broker.		
2.	Pledging / re-pledging of securities in favour of trading member (TM) / clearing member (CM) for the purpose of meeting margin requirements of the clients in connection with the trades executed by the clients on the Stock Exchange.		
3.	Mutual Fund transactions being executed on stock exchange order entry platforms and which shall be in compliance with SEBI circulars.		
4.	Tendering shares in open offers which shall be in compliance with SEBI circular.		
* the same may be eSigned or signed physically			
Schedule I: Demat accounts where securities can be transferred / pledged /Mutual Fund transactions Tendering shares in open offers.			
Note : ICMS-IDBI Capital Markets & Securities Ltd. ;			
NSDL – National Securities Depository Ltd ; CDSL – Central Depository Services Ltd			
CM BP ID		CM NAME	
NSE – IN503854		IDBI CAPITAL MARKETS & SECURITIES LTD	
BSE – IN600846		IDBI CAPITAL MARKETS & SECURITIES LTD	

**Annexure – 1 List of Demat Account of IDBI Capital Markets & Securities Ltd**

<b>Sr. No.</b>	<b>Member's Demat Account No.</b>	<b>Member Account Type</b>
1	"1301190300077111"	CLNTBENE
2	"1301190300096348"	CLNT COLL
3	"1601010000002458"	POOL
4	IN300079 - 10008130	POOL
5	IN300079 - 10028163	CLNTBENE
6	IN300079 -11144325	CLNT UNPAID Securities Pledge Account
7	IN300079 -10813540	CLNT COLL
8	IN300079- 10813558	CLNTBENE-MTF
9	IN300079- 10813558	POOL
10	IN300079- 10813558	OWN

**Annexure – 2 - List of Demat Account of Clients**

<b>Sr. No.</b>	<b>Name of the Account Holder</b>	<b>DP Id</b>	<b>Client Id</b>

<input type="checkbox"/>	We accept IDBI Capital Markets & Securities Ltd (Stock Broker)	
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## TRADING PRODUCTS/FACILITIES –TERMS AND CONDITIONS

The following products/facilities/modes of trade are available to all clients.

### EN-CASH :

1. This facility enables the clients to receive sale proceeds on Trade day (T-day) as against the normal T+2 settlement.
2. The facility is available only in respect of Sell transactions in the Cash Market on BSE
3. The facility is available only to Resident Indian clients.
4. Funds shall be transferred to the client's account at the end of day only if the securities sold are received by IDBI Capital.
5. The stock sold should be available in the client's demat account registered with IDBI Capital.
6. Funds will be transferred to client's account after accounting for all other obligations due from the client to IDBI Capital.
7. A flat brokerage rate of 1% shall be charged to the client for EnCash transactions.
8. In case of trades executed under this facility on a day which is a Bank or Clearing holiday, settlement shall be made on the immediate following trade day/Bank working day.
9. Orders placed under other products/ facilities cannot be converted to ENCASH, similarly ENCASH orders cannot be converted to other products/facilities.

### E-MARGIN (T+7) :

1. The E-margin product/facility enables clients to buy stocks today & pay upto 5 days from the date of settlement of the trade.
2. Margins will be levied in line with the Exchange requirements; MTM loss will also be charged to margin and are subject to change based on market conditions, internal and external regulations.
3. Interest will be charged @ 0.06% (on 365 days basis)
4. Client position may be Converted to Delivery or Squared off by IDBI Capital at any time on account of risk considerations.
5. On or before , T+7 trading day E-Margin positions should be Converted to Delivery or Squared off by the client before 14:30 hours failing which these may be squared off by IDBI Capital. All losses incurred/ profits booked upon such square off shall be to the client's account and the client will not be allowed to buy scrips being sold off on the same day.
6. No further exposure will be granted if a position remains open beyond T+7 days from the day of original trade, only delivery to square off the debits will be allowed.
7. In case of short delivery on the settlement of the trade, the short delivered quantity will be treated as Convert to Delivery (C to D), while the balance quantity will be continued under E-Margin.
8. Convert to delivery for E Margin trades is based on FIFO method and brokerage shall be charged accordingly.
9. Brokerage for E-Margin trades is also calculated on FIFO method. Delivery brokerage will be charged on open positions converted to delivery. Fresh purchases of the same scrip on the same day as Converted to Delivery will be also charged delivery brokerage and will not be netted off

10. This facility is restricted to such scrips as may be decided by IDBI Capital from time to time.

11. The facility is available only to Resident Indian clients.

12. E-Margin positions will be continued until

- The client/ IDBI Capital exercises the Convert to Delivery options.
- Positions remain open till T+7 day from the trade date.

### COLLATERAL SELL :

1. Under this facility Clients have the option to sell their securities marked as Collateral in favour of IDBI Capital.
2. This facility can be availed by the client subject to availability of adequate unencumbered stock/ collateral in the client's accounts.
3. This facility is available only to clients having a DP account with a Depository Participant who is an Alliance Partner of IDBI Capital and as permitted by IDBI Capital from time to time.
4. The facility is available only to Resident Indian clients.

### EQUITY SIP :

1. This facility permits the clients to invest systematically at specified intervals in securities on BSE by stating the scrips and number/ amount to be invested.
2. An initial set up charge of Rs. 100/- per equity SIP will be levied.
3. The client must ensure and provide for sufficient funds for execution of the SIP on the respective dates.
4. A maximum of 10 scrips can be included in each SIP.
5. Clients are required to sign a separate Enrolment Form/ online Login for each new SIP.

### General :

Upon selection of the said product at the time of trade, the client agrees that the above terms and conditions of the respective product/ facility shall be applicable.

Additionally the client may also trade in equities under cash and carry (CNC) and the derivatives segments as per the options selected by the client at the time of account opening or thereafter.

The above terms and conditions are supplemental to the Additional Terms and Conditions specific to IDBI Capital Markets & Securities Limited agreed to by the client at the time of account opening.

**Note :** Square off brokerage will be charged for two contralegs of the same product type on the same Exchange on the same trading day. In case of Contra trades on a particular trading day across different products or across Exchanges, Delivery Brokerage shall be applicable.

### Note (applicable to all products)

No further exposure shall be provided to the client in the event debit in the client's account on a consolidated basis exceeds 5(five) trading days from the date of payout.

Client Signature

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This document is voluntary. However, this would facilitate seamless trading platform with integrated bank account, demat account and broking account.

**Addition of Mandate Holder (Bank Mandate)**

To,

\_\_\_\_\_ (Name of Bank)

**Sub: Request to add a mandate holder**

**Reference: Addition of mandate holder in respect of existing \_\_\_\_\_ Bank Account Number**

Dear Sir/Madam,

I am desirous of appointing IDBI Capital Markets & Securities Ltd (IDBI Capital) as a mandate holder in respect of Bank Account with \_\_\_\_\_ Bank Ltd, the details of which are as follows:

Date:	
Place:	
Name of Sole/First Holder:	
Name of the Second Holder:	
Name of the Third Holder:	
Account Number:	
Customer ID:	

I/We wish to participate in the trading, investment and other services and products offered by IDBI Capital. In order to facilitate proper execution of all transactions, including but not limited to, transactions for purchase (including margin trading), investment in shares & securities, scrips, stocks, bonds debentures, mutual fund units, or derivatives, including but not limited to, Equity Derivatives, Currency Derivatives application for any offer or public issue of shares, open offers made by the issuers, right issues made by issuers, transactions for Securities lending & borrowing system (hereinafter referred to as "Purpose"), I/We am/are hereby appointing IDBI Capital as my/our mandate holder and authorize IDBI Capital for the following:

To operate, block and /or debit the above mentioned Bank Account as per my instructions to IDBI Capital furnished in any manner acceptable to IDBI Capital, to meet all my obligations in terms of the rights and obligation document for transactions done on National Stock Exchange of India Limited (NSE) & Bombay Stock Exchange Limited (BSE), or any other recognized Stock Exchange by transferring the funds to designated bank accounts of IDBI Capital as mentioned in Annexures or any other bank account/s of IDBI Capital as may be notified by IDBI Capital on its website to me from time to time on my instructions and to give other instructions relating to the Bank Account(s), for any matter concerning the above mentioned purpose, including charges for account opening and availing of various services and facilities from IDBI Capital.

To credit/debit the Bank Account(s) with monies received from/delivered by IDBI Capital erroneously on my/our behalf.

To debit my/our Bank Account(s) towards monies/fees/charges etc. due to IDBI Capital, IDBI Bank and to discharge all obligation in this regard on my/our behalf to IDBI Capital, IDBI Bank.

To debit/credit my/our Bank Account(s) towards monies/fees/charges etc. payable to IDBI Capital, IDBI Bank and/or to a Third Party Product/Service Provider or to any of the affiliates/subsidiaries of IDBI Capital/IDBI Bank by virtue of I/We using/subscribing to any of the facilities/services provided either by IDBI Capital, IDBI Bank, or by a Third Party Product/Service Provider or by any of the affiliates/subsidiaries of IDBI Capital/IDBI Bank.



To receive my/our Bank transaction statements, either in a physical copy format or a format which can be uploaded in system, from time to time.

To create the first and paramount of lien on the Bank Account to exercise such lien in the event of any loss suffered/costs incurred on account of any transaction done/executed as per my/our instructions or as per terms and conditions of the products/services availed of by me/us.

I/We hereby agree and confirm that this mandate letter shall be cancelled or revoked by furnishing a written intimation of the cancellation/revocation request to IDBI Capital and due intimation to \_\_\_\_\_ Bank, which request shall bear an acknowledgement. I/We further agree and confirm that this mandate letter will be revoked/cancelled only after fulfillment of my/our obligation pertaining to unsettled transactions and outstanding dues payable to IDBI Capital/\_\_\_\_\_ Bank Ltd and/or to a Third Party Product/Service provider or to any of their affiliates/subsidiaries as per the terms and conditions of the services/products availed by me/us.

Customer Signature(s) (To be signed by all account Holders)

Signature to be as per Bank records:

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Notes: Signatures of all account holders are mandatory for mandate addition.

CC: IDBI Capital Markets & Securities Ltd



Annexure 1 – Accounts of IDBI Capital Markets & Securities Ltd – Bank Accounts

<b>Sr. No</b>	<b>Account Number</b>	<b>Bank Name</b>	<b>Bank account Type</b>
1	0174353000000128	DBS Bank	UPSTREAM CLIENT BANK ACCOUNT
2	00990610006101	HDFC Bank	UPSTREAM CLIENT BANK ACCOUNT
3	1232002100040476	PNB Bank	UPSTREAM CLIENT BANK ACCOUNT
4	000405066071	ICICI Bank	UPSTREAM CLIENT BANK ACCOUNT
5	2101115000008653	KVB Bank	UPSTREAM CLIENT BANK ACCOUNT
6	378901010036463	Union Bank of India	UPSTREAM CLIENT BANK ACCOUNT
7	0004102000042565	IDBI Bank	UPSTREAM CLIENT BANK ACCOUNT
8	0004102000042176	IDBI Bank	UPSTREAM CLIENT BANK ACCOUNT
9	004102000030135	IDBI Bank	UPSTREAM CLIENT BANK ACCOUNT
10	004102000023579	IDBI Bank	UPSTREAM CLIENT BANK ACCOUNT
11	004103000035741	IDBI Bank	UPSTREAM CLIENT BANK ACCOUNT
12	004103000035750	IDBI Bank	UPSTREAM CLIENT BANK ACCOUNT
13	004103000035732	IDBI Bank	UPSTREAM CLIENT BANK ACCOUNT
14	004103000034034	IDBI Bank	DOWNSTREAM CLIENT BANK ACCOUNT

**Framework to provide facility to voluntary freeze/block the  
online access of the trading account.**

ICMS provides a facility to voluntary freeze/block the online access of the trading account as mandated vide SEBI Circular SEBI/HO/MIRSD/POD-1/P/CIR/2024/4 dated January 12, 2024

A customer having an online trading account with ICMS will be able to block/freeze his/her trading account in case he notices any suspicious activity in his/her trading account. The customer should give a prior intimation to ICMS to freeze/block his/her trading account to ICMS. On receipt of the intimation from the customer and after due verification of the intimation received ICMS shall freeze/block the trading account of the customer till further notice from the customers to unblock/unfreeze the same.

The following two modes of communication can be used by the customer of ICMS to make a request to voluntarily freeze/block the trading account.

- 1. ICMS customer can send an email to a dedicated email ID [stoptrade@idbicapital.com](mailto:stoptrade@idbicapital.com) from his/her registered email ID to freeze/block the online access to his/her trading account with ICMS.**
- 2. ICMS has provided a link on the website [www.idbidirect.in](http://www.idbidirect.in) where in the customer can login and make the request to block/freeze the online access to the his/her trading account.**

The request received from the customer will be validated by ICMS before proceeding to block the online access to his/her trading account.

Once the request from the customer is validated, ICMS will proceed to block the online access to the customers online trading account and cancel all the pending orders before blocking the online access.

The timeline to block/freeze the online access as prescribed by the regulator based on the request received from the customer during market hours or post market hours is as follows :-

<b>Scenario</b>	<b>Timelines for issuing acknowledgement as well as freezing / blocking of the online access of the trading account.</b>
<b>Request received during the trading hours<sup>1</sup> and within 15 minutes before the start of trading.</b>	<b>Within 15 minutes<sup>2</sup></b>
<b>Request received after the trading hours and 15 minutes before the start of trading.</b>	<b>Before the start of next trading session</b>

The customer who has voluntarily requested to block/freeze the online access to his/her online trading account can re-enable the access by send a email communication to ICMS, and after due validation and confirmation of the freeze request ICMS will re-enable the customers online access to the trading account.

Re : UCC \_\_\_\_\_

Sub : Enablement / Empanelment on the SLB Segment

I am registered as a 'Client' with you vide the aforementioned Unique Client Code ("UCC")

I am desirous of participating in the 'Securities Lending Scheme, 1997' ("SLBM") of SEBI vide its Circular No SMD/POLICY/SL/CIR-09/97 dated May 07, 1997

I have been informed by your representative that you have entered into an Agreement with the Indian Clearing Corporation Limited and that you have been admitted as a Participant by the Clearing Corporation to facilitate the lending and borrowing of securities for your clients

I confirm that I have been handed over a copy of the Rights & Obligations Document ("R&OD") mentioned in the SEBI Circular No CIR/MRD/DP/19/2014 dated 03 Jun 2014 and that I have perused the same

I further confirm that the said Scheme, Circulars issued in this regard by SEBI and ICCL from time to time and the Rights & Obligations Document shall be binding on me

Thanking you,

Sign : \_\_\_\_\_

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

## **RIGHTS AND OBLIGATION OF CLEARING MEMBER AND CLIENT UNDER SECURITIES LENDING AND BORROWING SCHEME' SEGMENT**

The Securities and Exchange Board of India (hereinafter referred to as "**SEBI**") has formulated and issued the Securities Lending Scheme, 1997 (hereinafter referred to as "SEBI Scheme") and SEBI Circular No MRD/DoP/SE/Dep/Cir-14/2007 dated 20th December 2007 and SEBI circular no. CIR/MRD/DP/19/2014 dated June 3, 2014 for facilitating lending and borrowing of securities through a Clearing Member registered with SEBI.

### **Obligations on Clearing Member**

1. Before entering into an arrangement with a Client under SLBS, The Clearing Member shall inform the Client that it has entered into an agreement with the Clearing Corporation and it has been admitted as Participant of Clearing Corporation to facilitate lending and borrowing of securities.
2. The Clearing Member has made the Client aware of and the Client has understood the precise nature of the Clearing Member's liability under SLBS including any limitations, the liability and the capacity in which the Clearing Member acts.
3. Clearing Member and the Client shall be bound by scheme and circulars issued by SEBI from time to time, scheme/circulars issued by clearing corporation/stock exchange, and/or the Rules, Byelaws, Regulations of the stock exchange and or clearing corporation as applicable and as in force from time to time.
4. **ISSUE OF CONFIRMATION MEMO:-**The Clearing Member shall, upon execution of the Client's transaction on the order matching platform of the Clearing Corporation, issue the confirmation memo in the specified format or such other documents to the Client within such time as may be prescribed by the Clearing Corporation from time to time.
5. **MONEY / SECURITIES TO BE KEPT IN SEPARATE BANK / DEMAT ACCOUNT :-** The Clearing Member shall keep the money / securities deposited by the Client in a separate bank account / settlement demat account, distinct from its own account or accounts of any other Clients, and shall not be used by the Clearing Member for itself or for any other Clients or for any purpose other than the purposes mentioned in the scheme/circulars issued by SEBI, Rules, Bye-laws and Regulations of clearing corporation/stock exchange, as may be applicable and circulars issued by clearing corporation/stock exchange there under from time to time.
6. **UPDATE ON SETTLEMENT PROCESS:-**The Clearing Member shall inform and keep the Client apprised about securities lending and borrowing settlement cycles, delivery/payment schedules and any changes therein from time to time.

7. **COMPLIANCE WITH KYC NORMS:-** The Clearing Member undertakes to maintain the "Know Your Client" 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 to the Clearing Corporation or as required under any law / regulatory requirements or in compliance with any decree, order or direction of any Court, Tribunal, SEBI or other authority duly empowered in law; provided however that the Clearing Member may so disclose information about its Client to any person or authority with the express permission of the Client.

8. **RETURN OF SECURITIES AND LENDING FEES TO CLIENT AS A LENDER:-** Where the Client is a lender unless otherwise agreed upon between the Clearing Member and the Client, the Clearing Member shall ensure the return of securities to the Client by transferring the same to the Client's account within such time as may be prescribed by the Clearing Corporation. The Clearing Member shall ensure the return of the lending fees to the Client within such time as may be prescribed by the Clearing Corporation.

**DELIVERY OF SECURITIES TO CLIENT AS A BORROWER:-** Where the Client is the borrower unless otherwise agreed upon between the Clearing Member and the Client, the Client shall be entitled to receive securities borrowed or financial compensation in lieu thereof, computed in such manner as may be specified by the Clearing Corporation from time to time. The Client shall be entitled to receive from the Participant, the collateral in case the Client has deposited securities approved by the AI as collateral. Notwithstanding any other provisions of the agreement between the Clearing Corporation and Clearing Member, the Client shall be entitled to have all the rights that are conferred on it from time to time under the SEBI Scheme, Circulars issued by SEBI, SLBS and the Circulars issued there under by Clearing Corporation.

9. **ABIDE BY LAW & ACQUAINTANCE TO LAW:-** The Clearing Member declares that it has brought the contents of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued there under from time to time, and the terms and conditions of the agreement between the Clearing Corporation and Clearing Member to the notice of the Client and the Client agrees to comply with and adhere to the same.

10. **PROCESSING CHARGES:-** The Clearing Member agrees that it shall not charge processing charges / fees beyond the maximum limit permissible under the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued there under from time to time.



## **Right of Clearing Member**

1. **CONSIDERATION:-** The Clearing Member is entitled for charges, fees, other levies and /or any such other charges, subject to such limits as may be permitted by the Clearing Corporation in its circulars from time to time.
2. **MARGINS:-** The Clearing Member is empowered to call upon the Client to pay such margins as may be specified by the Clearing Corporation from time to time.
3. **RECOVERY:-** The Clearing Member shall be entitled to recover from the Client the loss or charges, fees, other levies and /or any such other charges that has been paid by the Participant to the Clearing Corporation or imposed by the Clearing Corporation on account of its Client arising out of default or transactions under the SLBS whether current or past that are effected by the Client in meeting its obligations by adjusting margins and other deposits, if any, available with the Clearing Member against the Client's liabilities / obligations.
4. **Due Diligence:-** The Clearing Member shall continuously satisfy itself about the genuineness and financial soundness of the Client and investment objective relevant to the services to be provided.

## **Obligations on Client**

1. **ELIGIBILITY CRITERIA:-** The Client represents that he is eligible to participate in the SLBS and has satisfied the criteria specified by the Clearing Corporation.
2. **UPDATE & COMPLY WITH THE SETTLEMENT PROCESS:-**Notwithstanding anything contained in this document, the Client shall at all times make its own inquiries and keep itself updated on all settlement cycles, delivery/payment schedules and changes therein, and it shall be the responsibility of the Client to comply with such schedules/procedures of the Clearing Corporation.
3. **PROCESSING CHARGES:-**The Client agrees to pay the Clearing Member, processing charges and statutory levies prevailing from time to time or any other charges for the services provided by the Clearing Member.
4. **CHANGE IN KYC INFORMATION:-** The Client agrees to immediately notify the Clearing Member in writing whenever there is any change of information in the "Know Your Client (KYC) Form" provided by the Client to the Clearing Member, in the manner prescribed by SEBI/clearing corporation/stock exchange.
5. **AUTHORISED REPRESENTATIVE :-**The Client agrees to be bound by the instructions issued by its authorized representative, if any, in accordance with the letter authorizing the said representative to deal on its behalf.

6. **RETURN OF SECURITIES:-**The Client shall return the equivalent number of securities of the same type and class borrowed by it within the time specified by the Clearing Corporation in the Circulars issued from time to time.
7. **PAYMENT OF MARGINS:-**The Client agrees to pay such margins as may be specified by the Clearing Member in accordance with the requirement of Clearing Corporation or SEBI from time to time.
8. **EXPOSURE / POSITION LIMITS:-**The Client agrees to abide by the exposure / position limits, if any, set by the Clearing Member or the Clearing Corporation or Stock Exchange or SEBI from time to time.
9. **SECURITIES LENT TO BE UNENCUMBERED:-**The Client agrees and warrants that the securities lent are free from lien, charge, pledge or any encumbrance(s) of whatsoever nature.
10. **INSOLVENCY:-** The Client agrees to immediately furnish information to the Clearing Member 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 it or if any litigation which may have material adverse bearing on its net worth has been filed against it.
11. **COLLATERAL:-** At the discretion of the Clearing Member, where the Client deposits the required collateral with the Clearing Member, the same shall be free from any encumbrance(s) of whatsoever nature or defect in the title. If any encumbrance(s) or defect in the title is found subsequently, such collateral shall be immediately replaced by the Client.

### **Rights of Client**

1. **RIGHT OF CLIENT AS LENDER TO RECEIVE SECURITIES OR FINANCIAL COMPENSATION AND LENDING FEES:-** Where the Client is the lender unless otherwise agreed upon between the Clearing Member and the Client, the Client shall be entitled to receive the securities lent or financial compensation in lieu thereof, computed in such manner as may be specified by the Clearing Corporation from time to time. The client shall be entitled to receive lender's fees for the securities lent.
2. **RECONCILIATION OF ACCOUNT:-** The Client and Clearing Member shall agree to reconcile their accounts regularly with reference to the transactions under the SLBS.
3. The Client shall satisfy itself of the capability of the Clearing Member and wishes to deal through the Member for lending and borrowing of securities

**TERMINATION:-** The relationship between Client and Clearing Member shall

forthwith terminate if the Clearing Member for any reason ceases to be a Clearing Member under the circumstances as prescribed by the Clearing Corporation. Further, either of the parties shall be entitled to terminate the relationship by giving prior written notice of at least one month to other party without assigning any reason. Such termination shall, however, not affect the liabilities/obligations of either party arising out of the transactions under the SLBS entered into prior to the date of the notice of termination.

**AMENDMENT:-** The rights and obligations contained in this document shall not be altered, amended and /or modified by the parties in a manner that shall be in contravention of the provisions of acts, rules, regulations, notices and circulars of Clearing Corporation / SEBI governing SLBS segment or derogatory to rights and obligations prescribed herein.

**ARBITRATION:-** The Clearing Member and the Client shall co-operate with each other and with the Clearing Corporation in redressing their grievances in respect of transactions under the SLBS. All disputes and differences or questions arising out of or in relation to relationship between the Client and Clearing Member including failure or breach thereof by any of the parties and/or of any matter whatsoever arising out of this rights and shall in the first instance be resolved mutually by the parties. If the parties fail to resolve the same mutually, then the same shall be referred to and decided in accordance with the procedures as prescribed by the SEBI/Clearing Corporation under the SLBS, the Circulars issued there under or Rules, Bye-laws and Regulations of Clearing Corporation.

**GOVERNING LAW AND JURISDICTION:-** The relationship between Clearing Member and a Client and all difference/disputes/claims arising thereto shall be governed by and construed in all respects in accordance with the laws of India. In relation to any legal action or proceedings to which the Clearing Corporation is a party, the parties irrevocably submit to the exclusive jurisdiction of the courts of Mumbai, India and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought before an inconvenient forum. In relation to any legal action or proceedings to which Clearing Corporation is not a party, the parties irrevocably submit to the jurisdiction of any competent court of law where the Client ordinarily resides at the time of execution of the transactions under the SLBS.

**CANCELLATION OF TRANSACTIONS:-** Notwithstanding anything contained in the Agreement between Clearing Corporation and Clearing Member or in the Rights and Obligations statement of Clearing Member and the Client, the Clearing Corporation shall be entitled to cancel transactions under the SLBS, either on an application by a Clearing Member or suo moto or under regulatory directions, and in such an event, the transactions done on behalf of the Client shall ipso facto stand cancelled, and neither the Clearing Corporation nor the Clearing Member shall be liable to compensate the Client for any loss whatsoever (including opportunity loss) arising out of such cancellation.

**DISCONTINUATION OF SLBS AND PARTICIPATION IN SLBS:-**The Clearing Corporation shall be entitled to discontinue the SLBS or the participation of the Clearing Member in the SLBS at any time at its discretion. Such discontinuation may be subject to such terms and conditions as may be specified by the Clearing Corporation from time to time.

The words and expressions in this document are used for the purpose of convenience only and shall not affect the construction of the terms of this document. Words and expressions which are used in this document, unless the context required otherwise, have the same meaning as assigned thereto in the rules, bye-laws, regulations, circular, notices issued there under by Clearing Corporation / SEBI.

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**INTRODUCING**  
**IDBI capital**  
**TRADING ACCOUNT**  
infused with wide range of products & features

For more details, call us on:

**1800 22 33 66**

\*Available only on BSE

SEBI Regn. No. Common Registration no. of NSE & BSE - INZ000007237

NSDL Registration No.: IN-DP-676-2022

CIN number U65990MH1993GOI075578

Information and documents sought herein are required under 'Know Your Client' rules of SEBI, Depository and the Stock Exchanges

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