



CLIENT REGISTRATION FORM FOR
INDIVIDUAL/HUF/PARTNERSHIP
FIRM & CORPORATES



CAPITAL MARKET SEGMENT
FUTURES & OPTIONS SEGMENT



FINCAP PORTFOLIO LIMITED

(Member : National Stock Exchange of India Ltd.)

TM Id 08765

SEBI Regn. Nos. INB230876533 & INF230876533

Corporate, Dealing & Registered Office

222-223 'Aashirwad', D-1 Green Park, New Delhi 110 016

T 2685 1512, 4175 5801 F 91 11 2685 8582

E info@fincaporg.com, www.fincaporg.com

Client Name _____ Unique Client Code _____

In Person Verification:

Name of Employee: _____

Designation: _____

Date: _____ Place: _____

Signature of Employee: _____

Please provide the following documents:

Documents	Identity	Address	Signature	Bank Proof	DP Proof
* PAN Card with Signature					
* Client Master Holding Statement (Not more than 2 months old)					
* Passport (Clear copy of Name, Address & Photo)					
* Driving Licence (Clear copy of Name,Address & Photo)					
* Voter's Identity Card (Both Front and Back)					
* Ration Card					
* Bank Passbook / Bank Statement(s)					
* Cheque leaf along withbank Statement or Bank Passbook					
* Rent Agreement					
* Electricity,Water,Landline,Telephone Bill (Not more than 2 months old)					

* From above listed documents, collect any one or more documents that will establish all proofs and make "Y" in all five columns
(For example, PAN copy D'Mat Holding statement,Driving Licence & Bank Statement 'Y' in all five columns)

* Please fill up the form CAPITAL LETTERS

* Please make a total of ____ full signatures (which are numbered ,for your convenience). Additional signatures are required
for the Non-Judicial Stamp papers

* Please write your name as it appears in PAN/Bank proof in your documents in case of any mismatch Declaration required

* Form should be completed in all respects in own Handwriting by client only

Name, Address & Signature of witness on Agreement part

* Verification stamp with signature name & date on the documents collected

* Please initial wherever overwriting is done

* If any of above proof is in language other than Hindi and English/Notarized copy for the same will only be accepted

* Copy of Documentary evidence for address and identity proof of Introducer

ISO 3166 Country Code*

☐ 4.2 CORRESPONDENCE / LOCAL ADDRESS DETAILS * (Please see instruction E at the end)

☐ Same as Current / Permanent / Overseas Address details (In case of multiple correspondence / local addresses, please fill 'Annexure A1')

Line 1*
Line 2
Line 3 City / Town / Village*
District* Pin / Post Code* State / U.T Code* ISO 3166 Country Code*

☐ 4.3 ADDRESS IN THE JURISDICTION DETAILS WHERE APPLICANT IS RESIDENT OUTSIDE INDIA FOR TAX PURPOSES* (Applicable if section 2 is ticked)

☐ Same as Current / Permanent / Overseas Address details ☐ Same as Correspondence / Local Address details

Line 1*
Line 2
Line 3 City / Town / Village*
State* ZIP / Post Code* ISO 3166 Country Code*

☐ 5. CONTACT DETAILS (All communications will be sent on provided Mobile no. / Email-ID) (Please refer instruction F at the end)

Tel. (Off) Tel. (Res) Mobile
FAX Email ID

☐ 6. DETAILS OF RELATED PERSON (In case of additional related persons, please fill 'Annexure B1') (please refer instruction G at the end)

☐ Addition of Related Person ☐ Deletion of Related Person KYC Number of Related Person (if available*)

Related Person Type* ☐ Guardian of Minor ☐ Assignee ☐ Authorized Representative
Prefix First Name Middle Name Last Name

Name*
(If KYC number and name are provided, below details of section 6 are optional)

PROOF OF IDENTITY [PoI] OF RELATED PERSON* (Please see instruction (H) at the end)

☐ A- Passport Number Passport Expiry Date
☐ B- Voter ID Card
☐ C- PAN Card
☐ D- Driving Licence Driving Licence Expiry Date
☐ E- UID (Aadhaar)
☐ F- NREGA Job Card
☐ Z- Others (any document notified by the central government) Identification Number
☐ S- Simplified Measures Account - Document Type code Identification Number

☐ 7. REMARKS (If any)

8. APPLICANT 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.

Date :

Place :

(Signature / Thumb Impression)

Signature / Thumb Impression of Applicant

9. ATTESTATION / FOR OFFICE USE ONLY

Documents Received ☐ Certified Copies

KYC VERIFICATION CARRIED OUT BY

Date
Emp. Name
Emp. Code
Emp. Designation
Emp. Branch

[Employee Signature]

INSTITUTION DETAILS

Name
Code

[Institution Stamp]

MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES

DOCKET A

S.No.	Name of the Document	Brief Significance of the Document	Page No.
1.	Account Opening Form	A. KYC form – Document captures the basic information about the constituent and an instruction/check list. B. Document captures the additional information about the constituent relevant to trading account and an instruction/check list.	1 – 13
2.	Brokerage Structure	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s).	14

DOCKET B

1.	Rights and Obligations	Document stating the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	1 – 4
2.	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	5 – 8
3.	Guidance note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	9 – 10
4.	Policies and Procedures	Document describing significant policies and procedures of the stock broker.	11 – 15

VOLUNTARY DOCUMENTS AS APPROVED BY THE STOCK BROKER

DOCKET C

S.No.	Name of the Document	Brief Significance of the Document	Page No.
1.	Power of Attorney (POA)	Authority to operate demat account and other permissions for smooth operations.	1 – 2
2.	Running A/c Authorisation	Authorisation by constituent to stock broker for maintaining fund.	3
3.	Authority letter and Disclosure	1. Authorisation for adjustment of account between exchanges and segments. 2. Adjustment of balances between Fincap Group Companies. 3. Pledge of monies/securities. 4. Authorisation to debit the trading account opening charges. 5. Authorisation to send Electronic Contract Note (ECN) and statement of funds and securities. 6. Consent and conditions for access to research analysis facility Research Analysis. 7. Authorisation by constituent to stock broker for communicating information on financial products. 8. Disclosure information for pro-account trading.	4 – 5
4.	List of Family Members (Mandatory in case of HUF)	Documents providing details of family members.	5

DOCKET - A

**KNOW YOUR CLIENT (KYC) APPLICATION FORM
(FOR INDIVIDUAL)**

Please fill in **ENGLISH** and in **BLOCK LETTERS** with black ink

A. Identity Details (Please see guidelines overleaf)

1. Name of Applicant (As appearing in supporting identification document)

Name Mr./Mrs./Ms.:

Father's/ Spouse Name:

2. Gender ☐ Male ☐ Female B. Marital Status ☐ Single

C. Date of Birth: ☐ Married

3. Nationality ☐ Indian ☐ Others

4. Status (Please tick) ☐ Resident Individual ☐ Non Resident
☐ Foreign National (Passport Copy Mandatory for NRIs & Foreign Nationals)

5. PAN (Please enclose a duly attested copy of your PAN Card)

Unique Identification Number (UID).Aadhaar, if any:

6. Proof of Identity submitted for PAN exempt cases. Please tick

☐ UID/Aadhaar) ☐ Passport ☐ Voter ID ☐ Driving Licence ☐ Others

PHOTOGRAPH

**PLEASE AFFIX RECENT
PASSPORT SIZE
PHOTOGRAPH**

AND SIGN ACROSS IT

B. Address Details (Please see guidelines overleaf)

1. Address for Correspondence

City:

Pin: State: Country:

2. Contact Details with ISD/STD Code:

Tel.: Residence: Office:

Mobile: Fax:

E-mail:

3. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick against the document attached.

☐ Passport ☐ Ration Card ☐ Registered Lease/Sale Agreement of Residence ☐ Driving Licence

☐ Voter Identity Card ☐ *Latest Bank A/c Statement/Passbook ☐ * Latest Telephone Bill (Only Land Line)

☐ *Latest Gas Bill ☐ Others (Please Specify)

*Not more than 3 Months old. Validity/Expiry date of proof of address submitted

4. Permanent Address of Resident Applicant if different from above B1 OR Overseas Address (Mandatory for Non-Resident Applicant)

City:

Pin: State: Country:

☐ Passport ☐ Ration Card ☐ Registered Lease/Sale Agreement of Residence ☐ Driving Licence
☐ Voter Identity Card ☐ *Latest Bank A/c Statement/Passbook ☐ * Latest Telephone Bill (Only Land Line)
☐ *Latest Gas Bill ☐ Others (Please Specify)

--	--	--	--	--	--	--	--

1. Gross Annual Income: ☐ Below Rs.1 Lac ☐ Rs.1-5 Lac ☐ Rs.5-10 Lac ☐ Rs.10-25 Lac
Details (Please tick) ☐ Above Rs.25 lacs **OR**

2. Occupation (Please tick any one and give brief details)

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

4. Any other information: _____

I hereby declare that the detail 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.

Signature of the applicant

Date:

--	--	--	--	--	--	--	--

 Place: _____

☐ (Originals Verified) Self Certified Document copies received AMC Intermediary name OR Code _____
☐ (Attested) True copies of documents received

[illegible]

Signature of the authorised signatory

Date:

--	--	--	--	--	--	--	--

(Seal/Stamp of Fincap Portfolio Ltd.)

☐ * Latest Telephone Bill (Only Land Line) ☐ * Latest Electricity Bill ☐ * Latest Bank Account Statements

* Not more than 3 months old. Validity/Expiry date of proof of address submitted

		/			/				
--	--	---	--	--	---	--	--	--	--

C. New Other Details (Please see guidelines overleaf)

1. Gross Annual Income: ☐ Below Rs.1 Lac ☐ Rs.1-5 Lac ☐ Rs.5-10 Lac ☐ Rs.10-25 Lac
Details (Please tick) ☐ Rs.25 lac-1 Crore ☐ Above Rs.1 Crore

[illegible]

(Net-worth should not be older than one year)

3. Name, PAN, DIN/UID, residential address and photographs of Promoters/Partners/Karta/Trustees/whole time Directors (Please use the Annexure to fill in the details)

4. Is the entity involved/providing any of the following services: _____ Yes _____ No

- For Foreign Exchange/Money Changer Services Yes No

- Gaming/Gambling/Lottery Services (e.g. casinos, betting syndicates) ____ Yes ____ No

- Money Lending/Pawning _____ Yes _____ No

5. Any other information: _____

DECLARATION

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

Signature

Name & Signature(s) of Authorised Person(s)

Date:

--	--	--	--	--	--	--

 Place: _____

FOR OFFICE USE ONLY

☐ (Originals Verified) Self Certified Document copies received
☐ (Attested) True copies of documents received

Seal/Stamp of the Intermediary should contain Staff Name, Designation, Name of the Organisation

Name:

Signature:

Signature of the authorised signatory

Date:

(Seal/Stamp of Fincap Portfolio Ltd.)

Details of Promoters/Partners/Karta/Trustees and whole time directors forming a part of Know Your Client (KYC) Application Form for Non Individuals

Name of Applicant _____ PAN of the Applicant _____

Sr. No.	PAN	Name	DIN (For Directors)/ UID (For Others)	Residential/ Registered Address	Relationship with Applicant (i.e. promoters, whole time directors etc.)	Whether Politically Exposed	Photograph

Name & Signature of the Authorised Signatory(ies) Date / /

PEP: Politically Exposed Person RPEP: Related to Politically Exposed Person

INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

1. Self attested copy of PAN card is mandatory for all clients.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
10. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/military officers, senior executives of state owned corporations, important political party officials, etc.

B. Proof of Identity (POI):- List of documents admissible as Proof of Identity:

1. PAN card with photograph.
Unique Identification Number (UID) (Aadhaar)/Passport/Voter ID Card/Driving license.
- 2.
3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

C. Proof of Address (POA):- List of documents admissible as Proof of Address:

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

1. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy.
2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement/Passbook -- Not more than 3 months old.
4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

D. Exemptions/Clarifications to PAN:

(Sufficient documentary evidence in support of such claims to be collected.)

1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the state of Sikkim.
3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
4. SIP of Mutual Funds upto Rs.50,000/- p.a.
5. In case of institutional clients, namely, FIIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

E. List of people authorized to attest the documents:

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy /Consulate General in the country where the client resides are permitted to attest the documents.

F. In case of Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & POA, as mentioned below:

Types of entity	Documentary requirements
Corporate	<ul style="list-style-type: none">• Copy of the balance sheets for the last 2 financial years (to be submitted every year).• Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year).• Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.• Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly.• Copies of the Memorandum and Articles of Association and certificate of incorporation.• Copy of the Board Resolution for investment in securities market.• Authorised signatories list with specimen signatures.
Partnership firm	<ul style="list-style-type: none">• Copy of the balance sheets for the last 2 financial years (to be submitted every year).• Certificate of registration (for registered partnership firms only).• Copy of partnership deed.• Authorised signatories list with specimen signatures.• Photograph, POI, POA, PAN of Partners.
Trust	<ul style="list-style-type: none">• Copy of the balance sheets for the last 2 financial years (to be submitted every year).• Certificate of registration (for registered trust only).• Copy of Trust deed.• List of trustees certified by managing trustees/CA.• Photograph, POI, POA, PAN of Trustees.
HUF	<ul style="list-style-type: none">• PAN of HUF.• Deed of declaration of HUF/ List of coparceners.• Bank pass-book/bank statement in the name of HUF.• Photograph, POI, POA, PAN of Karta.
Unincorporated association or a body of individuals	<ul style="list-style-type: none">• Proof of Existence/Constitution document.• Resolution of the managing body & Power of Attorney granted to transact business on its behalf.• Authorized signatories list with specimen signatures.
Banks/Institutional Investors	<ul style="list-style-type: none">• Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years.• Authorized signatories list with specimen signatures.
Foreign Institutional Investors (FII)	<ul style="list-style-type: none">• Copy of SEBI registration certificate.• Authorized signatories list with specimen signatures.
Army/ Government Bodies	<ul style="list-style-type: none">• Self-certification on letterhead.• Authorized signatories list with specimen signatures.
Registered Society	<ul style="list-style-type: none">• Copy of Registration Certificate under Societies Registration Act.• List of Managing Committee members.• Committee resolution for persons authorised to act as authorise signatories with specimen signatures.• True copy of Society Rules and Bye Laws certified by the Chairman/ Secretary.

TRADING ACCOUNT RELATED DETAILS
(For Individuals & Non-Individuals)

BANK ACCOUNT DETAILS

(Through which transactions will generally be routed)

Bank Name:

Branch Address:

Pin Code: Account No.

MICR Code of Branch: IFS Code:

Account Type: ☐ Savings ☐ Current ☐ NRE/NRO ☐ Others

Pay-Out Option: ☐ Cheque ☐ Fund Transfer ☐ Bank Draft ☐ CMS ☐ NEFT ☐ RTGS
☐ As per Group

DEPOSITORY ACCOUNT(S) DETAILS

(Through which transactions will generally be routed)

Depository Name: ☐ CDSL ☐ NSDL

Name of Depository Participant:

Beneficiary Name:

DP ID: Beneficiary ID (BOID):

TRADING PREFERENCES

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

Exchanges	Segments	Signature
National Stock Exchange (NSE)	Cash	
National Stock Exchange (NSE)	Futures & Options	

PAST ACTIONS

Details of any action/proceedings initiated/pending/taken by SEBI/Stock Exchange/any other authority against the applicant/constituent or its partners/promoters/whole time directors/ authorised persons in charge of dealing in securities during last three years.

(Please Specify)

DEALING THROUGH SUB-BROKERS AND OTHER STOCK BROKERS

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

[illegible][illegible][illegible][illegible][illegible]

- Whether dealing with any other stock broker/sub-broker (if case dealing with multiple stock brokers/sub-brokers, provide details of all)

[illegible][illegible][illegible][illegible]

<p>Details of disputes/dues pending from/to such stock broker/sub- broker:</p> <p>(Please Specify)</p>
--

(Please Specify)

ADDITIONAL DETAILS	
--------------------	--

- Whether you wish to receive: ☐ Physical Contract Note ☐ Electronic Contract Note (ECN)

[illegible]

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

- Trading Experience/Number of Years of Investment::

☐ No Prior Investment Experience Years in Equities Years in Derivatives

____ Years in other Investment related field

- In case of Non-Individuals, Name, Designation, PAN, UID, Signature, Residential Address and Photographs of persons authorised to deal in securities on behalf of company/firm/others:
Please provide the details in Annexure as per format attached.

- [illegible]

DETAIL OF INTRODUCER (OPTIONAL)	
1	INTRODUCER
2	INTRODUCER
3	INTRODUCER
4	INTRODUCER
5	INTRODUCER
6	INTRODUCER
7	INTRODUCER
8	INTRODUCER
9	INTRODUCER
10	INTRODUCER
11	INTRODUCER
12	INTRODUCER
13	INTRODUCER
14	INTRODUCER
15	INTRODUCER
16	INTRODUCER
17	INTRODUCER
18	INTRODUCER
19	INTRODUCER
20	INTRODUCER
21	INTRODUCER
22	INTRODUCER
23	INTRODUCER
24	INTRODUCER
25	INTRODUCER
26	INTRODUCER
27	INTRODUCER
28	INTRODUCER
29	INTRODUCER
30	INTRODUCER
31	INTRODUCER
32	INTRODUCER
33	INTRODUCER
34	INTRODUCER
35	INTRODUCER
36	INTRODUCER
37	INTRODUCER
38	INTRODUCER
39	INTRODUCER
40	INTRODUCER
41	INTRODUCER
42	INTRODUCER
43	INTRODUCER
44	INTRODUCER
45	INTRODUCER
46	INTRODUCER
47	INTRODUCER
48	INTRODUCER
49	INTRODUCER
50	INTRODUCER
51	INTRODUCER
52	INTRODUCER
53	INTRODUCER
54	INTRODUCER
55	INTRODUCER
56	INTRODUCER
57	INTRODUCER
58	INTRODUCER
59	INTRODUCER
60	INTRODUCER
61	INTRODUCER
62	INTRODUCER
63	INTRODUCER
64	INTRODUCER
65	INTRODUCER
66	INTRODUCER
67	INTRODUCER
68	INTRODUCER
69	INTRODUCER
70	INTRODUCER
71	INTRODUCER
72	INTRODUCER
73	INTRODUCER
74	INTRODUCER
75	INTRODUCER
76	INTRODUCER
77	INTRODUCER
78	INTRODUCER
79	INTRODUCER
80	INTRODUCER
81	INTRODUCER
82	INTRODUCER
83	INTRODUCER
84	INTRODUCER
85	INTRODUCER
86	INTRODUCER
87	INTRODUCER
88	INTRODUCER
89	INTRODUCER
90	INTRODUCER
91	INTRODUCER
92	INTRODUCER
93	INTRODUCER
94	INTRODUCER
95	INTRODUCER
96	INTRODUCER
97	INTRODUCER
98	INTRODUCER
99	INTRODUCER
100	INTRODUCER

Introduced by: ☐ Existing Client ☐ Sub-Broker ☐ Remisier ☐ Authorised Person ☐ Others

[illegible][illegible]

--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--

[illegible][illegible][illegible]

--	--	--	--	--	--

[illegible]

--	--	--	--	--	--	--	--	--

(Residence):

[illegible]

FOR NON-INDIVIDUAL ONLY

DETAILS OF PROMOTERS/PARTNERS/KARTA/TRUSTEES & WHOLE TIME DIRECTORS

Name: Mr./Ms./Mrs.:	<input type="text"/>																										
Designation:	<input type="text"/>																										
PAN No.:	<input type="text"/>						UID:	<input type="text"/>																			
DIN (If applicable):	<input type="text"/>																										
Residential Address:	<input type="text"/>																										
<input type="text"/>																											
City:	<input type="text"/>													Pin:	<input type="text"/>												
State:	<input type="text"/>										Mobile	<input type="text"/>															
Phone:	<input type="text"/>													E-mail:	<input type="text"/>												
<div>Signature with Stamp</div>																											

LATEST
PHOTOGRAPH
WITH SIGNATURE
ACROSS
THE PHOTOGRAPH

DETAILS OF PROMOTERS/PARTNERS/TRUSTEES & WHOLE TIME DIRECTORS

Name: Mr./Ms./Mrs.:	<input type="text"/>																										
Designation:	<input type="text"/>																										
PAN No.:	<input type="text"/>						UID:	<input type="text"/>																			
DIN (If applicable):	<input type="text"/>																										
Residential Address:	<input type="text"/>																										
<input type="text"/>																											
City:	<input type="text"/>													Pin:	<input type="text"/>												
State:	<input type="text"/>										Mobile	<input type="text"/>															
Phone:	<input type="text"/>													E-mail:	<input type="text"/>												
<div>Signature with Stamp</div>																											

LATEST
PHOTOGRAPH
WITH SIGNATURE
ACROSS
THE PHOTOGRAPH

DETAILS OF PROMOTERS/PARTNERS/TRUSTEES & WHOLE TIME DIRECTORS

Name: Mr./Ms./Mrs.:	<input type="text"/>																										
Designation:	<input type="text"/>																										
PAN No.:	<input type="text"/>						UID:	<input type="text"/>																			
DIN (If applicable):	<input type="text"/>																										
Residential Address:	<input type="text"/>																										
<input type="text"/>																											
City:	<input type="text"/>													Pin:	<input type="text"/>												
State:	<input type="text"/>										Mobile	<input type="text"/>															
Phone:	<input type="text"/>													E-mail:	<input type="text"/>												
<div>Signature with Stamp</div>																											

LATEST
PHOTOGRAPH
WITH SIGNATURE
ACROSS
THE PHOTOGRAPH

NOMINATION FORM

☐ I/We wish to nominate ☐ I/We do not wish to nominate
(Strike off which is not applicable)

Nominee Details

Name of Nominee: Mr./Ms./Mrs.:
PAN of Nominee: Date of Birth:
Relationship with the Nominee:
Address of Nominee:

City: Pin:
State: Phone:

If Nominee is a minor, details of Guardian:

Name of Guardian: Mr./Mrs.:
Address of Guardian:

City: Pin: Country:
State: Mobile:
Phone (with STD Code):

Signature of Nominee/Guardian:

Name & Address of Witness

1. 2. (In Case of Nominee)

Signature of 1st Witness

Signature of 2nd Witness

DECLARATION

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

Name of Authorised Signatory(s):

Signature:

Signature with rubber stamp of Authorised Signatory(s)

Date: Place:

ACKNOWLEDGEMENT (for office record)

I/We hereby acknowledge to have received from Fincap Portfolio Limited (the Broker) an account opening book, for my/our record, containing:

1. Right and Obligations of Stock Brokers, Sub-Brokers and Clients as prescribed by SEBI and Stock Exchanges including Terms and Conditions as to Internet & Wireless Technology Based Trading Facility Provided by Stock Brokers to Client.
2. Risk Disclosure Document for Capital Market and Derivatives Segments.
3. Guidance Note – Do's and Don'ts for Trading on the Exchange(s) for investors.
4. Policies and Procedures.

I/We have fully understood each one of the above and filled the forms as per instructions contained therein. All of my/our queries have been satisfactorily clarified.

I/We will be provided photo/scan copies of account opening documents signed by me/us after scrutiny and acceptance by the Broker's office.

Name: _____

Signature of Client

--

FOR OFFICE USE ONLY

UCC:

[illegible]

	Documents Verified with Originals	Client Interviewed By	In-Person Verification Done By
Name of the Employee			
Employee Code			
Designation of the Employee			
Date			
Signature			

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

FOR & ON BEHALF OF **FINCAP PORTFOLIO LIMITED**

Name:

[illegible]

Signature:

Signature of the authorised signatory

Date:

--	--	--	--	--	--	--	--

(Seal/Stamp of Fincap Portfolio Ltd.)

BROKERAGE STRUCTURE (Capital Market Segment)

	Percentage	Minimum Paisa	Transaction Charges	J	D	Y	N
Trading Account							
1. Square off same dayEach Side			Stamp Duty	J	D	Y	N
2. Delivery			Other Charges	J	D	Y	N
3. Trade to Trade			Service Tax	J	D	Y	N
4. Flat Brokerage	Per Trade (In Rs.)	Order Value in Multiples (In Rs.)	Security Transaction Tax	J	D	Y	N
Intraday							
Delivery							

BROKERAGE STRUCTURE (F&O Segment)

	Percentage	Minimum Paisa	Transaction Charges	Y	N
Square off same dayEach Side			Stamp Duty	Y	N
Square off another dayEach Side			Other Charges	Y	N
	Percentage	Minimum Rupees	Service Tax	Y	N
Option BrokerageEach Side			Security Transaction Tax	Y	N
(or premium)					
Min Per Lot Rs. _____		Max Per Lot (Rs.) _____			

BROKERAGE STRUCTURE (Currency Derivative)

	Percentage	Minimum Paisa	Transaction Charges	Y	N
Square offEach Side					
	Percentage	Minimum Rupees			
Option BrokerageEach Side					
(or premium)					
Min Per Lot Rs. _____		Max Per Lot (Rs.) _____			

I/We, _____ have read the above given information and agree to pay the same.

Signature of Client:

BROKERAGE APPROVAL (if required)

Name of Approving Officer:

Designation: Branch/Location:

Date:

Signature of Branch Head/
Zonal Head/Director

DOCKET - B

RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS AND CLIENTS
(As prescribed by SEBI and Stock Exchanges)

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

CLIENT INFORMATION

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

MARGINS

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

TRANSACTIONS AND SETTLEMENTS

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

BROKERAGE

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

LIQUIDATION AND CLOSE OUT OF POSITION

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

DISPUTE RESOLUTION

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

TERMINATION OF RELATIONSHIP

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

ADDITIONAL RIGHTS AND OBLIGATIONS

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from

time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.

35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

ELECTRONIC CONTRACT NOTES (ECN)

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

LAW AND JURISDICTION

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

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

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

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



RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

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

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

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

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

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

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

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

1. BASIC RISKS:

1.1 Risk of Higher Volatility:

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

1.2 Risk of Lower Liquidity:

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

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

1.3 Risk of Wider Spreads:

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

1.4 Risk-reducing orders:

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

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

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

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

1.5 Risk of News Announcements:

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

1.6 Risk of Rumors:

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

1.7 System Risk:

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

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

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

1.8 System/Network Congestion:

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

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

2.1 Effect of "Leverage" or "Gearing":

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

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

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

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

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

D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2 Currency specific risks:

1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.
3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

2.3 Risk of Option holders:

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

2.4 Risks of Option Writers:

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.
3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

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

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

4. GENERAL

- 4.1 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a stock broker for the purpose of acquiring and/or selling of securities / derivatives contracts through the mechanism provided by the Exchanges.
- 4.2 The term 'stock broker' shall mean and include a stock broker, a broker or a stock broker, who has been admitted as such by the Exchanges and who holds a registration certificate from SEBI.

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

BEFORE YOU BEGIN TO TRADE

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

TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
 - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
 - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
 - c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
 - d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.
14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.
15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

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

DISPUTES/ COMPLAINTS

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

Penny Stocks

Clients may note that all the stocks and securities listed on the Stock Exchange are not actively traded. In other words, there are no readily available sellers or buyers in some securities and/or there are not sufficient trades or volumes from which the market price may be arrived at with some reliability. Such stocks are called 'illiquid securities' or 'Penny stocks'. They are comparatively more vulnerable to market manipulation and/price rigging. The spread, i.e., the difference between the offer price and bid price is usually wide and their purchase or sale at a given time may be difficult and in any case uncertain. Exchanges bring out monthly list of such securities based on the volume during the last calendar month.

We do not encourage trading in penny stocks. We may impose higher margin percentage and/or fix small exposure limits in respect of Penny Stocks and not permit the client to concentrate in such stocks. We may impose further restrictions as to Penny Stocks through the RMS policy. Client's instruction for trading in illiquid securities may be rejected without assigning any reason.

Setting up Client's Exposure Limit

We may impose and vary limits (including exposure limits, turnover limits, margin limits, securities wise limits in respect of which order can be placed etc.) on the orders that the client can place through us. We may vary or reduce the limits or impose new limits on the basis of the risk perception and other factors considered relevant by us and not limited to the limits as per the Exchange/SEBI directions. We may subject any order placed by the client to review before its entry into the trading system and may refuse to execute/allow execution of any order due to but not limited to the reason of lack of Margin/securities or the order exceeding limits set by our surveillance/Exchange/SEBI and any other reason which may be deemed appropriate in the circumstances. The losses, if any, on account of such refusal or due to delay caused by such refusal or due to delay caused by such review shall be borne exclusively by the client.

We have margin based RMS System in which, total deposit (excluding over-concentration value of the securities) of the client is uploaded in the trading system and the client may take exposure on the basis of applicable margin for the intended security as per the VAR based margining system of the Stock Exchange and margin defined by the company on their scrip wise Risk perception. Client may take the benefit of "credit for sale" i.e., benefit of shares held in margin by selling the same by selecting delivery option through order entry window in the trading system, whereby the value of the shares sold will be added with the value of deposit and on the basis of aggregate, client may take exposure. In case of exposure taken on the basis of shares margin, the payment is required to be made before the pay-in date otherwise it will be liable to square off any time due to shortage of margin. Further, in the derivative segments, if some special margin is imposed by exchange, the same must be met on the same day before closing of trading otherwise position of the client will be liable to square off due to shortage of margin.

In the sole discretion of the Company, a client may be allowed to trade beyond exposure limit or the limit may be increased. A client having availed such indulgence shall not be heard to complain about his trades only on this account and shall meet the margin shortfall at the earliest without waiting for reminder. The golden rule is Limit your exposure so as to limit your risk to your means.

Brokerage Rate

We do not charge any brokerage in excess of the rate(s) provided by the SEBI/Exchange. The agreed rates of brokerage are part of this book-let and the clients are advised to fully satisfy themselves about the same before signing. The brokerage is charged on both Buy & Sell, except otherwise indicated in the schedule of brokerage. Brokerage rates may be changed from time to time but shall not be increased without prior 15 (fifteen) days' notice. Only Head Office and concerned Zonal Head is competent to reduce the rates of brokerage and no employee or officer at Branches is authorised to do so. Any reduction in rate should not be taken as effective unless reflected in the contract notes.

Delay Payment Charges and Penalties

Clients are required and expected to meet their fund obligations immediately, when due, as per SEBI/Exchange requirements and not make us use our funds to meet their fund obligation. For the clients who do not pay on time your broker has to pay or the client has to suffer penalties by the Exchange. So as to be compensated in such an eventuality, we may levy Delay Payment Charges on the amounts, not exceeding the debit balance in the ledger, for the period of delay at a rate upto 24% per annum calculated on daily basis for the period of delay.

We do not pay interest on the clients' funds received towards margin. In exceptional cases, considering the amount of margin, its utilisation and the client's past history, we may agree to deduct out of Delay Payment Charges, interest on any part of the unutilised margin at such rate as determined from time to time but not exceeding the rate of Delay Payment Charges.

We may impose reasonable penalties for bouncing of cheques, bad deliveries, non-delivery, auction on failure of payment, non-payment of margin money, excess margin or any trades, actions or omissions contrary to the Rules, Regulations and Byelaws of the SEBI or Exchange, to discourage such violations and recover the same from the Client's Account directly.

Where the Company has to pay or suffer any penalty from any authority as a consequence of/in relation to/in connection with any orders/instructions/trades/deals or actions of a client, the same shall be borne by the client.

Right of Sale of client's securities or closing the client's open position without giving notice

We do not believe in selling clients' securities or closing out their positions without sufficient notice to them. On the other hand, we expect our esteemed clients to be regular and punctual in meeting their fund obligations. The requirement of margin and the value of any security given/treated as Margin varies and multiples with market volatility.

Higher is the margin deficit, shorter would be the time to make it up. However, in case the available margin falls below the given percentage, informed in advance, we reserve the right to sell a client's securities or to close out his all or some open positions without notice to prevent escalation of risk. The client may, however, have to grievance if FINCAP does not take such action and waits for the client's margin/response.

We would have the discretion to square off the position of Client/s in following circumstances:

- (a) In case of Margin Trades, if the open position is neither squared off nor converted to Delivery by Client/s within the stipulated time or where Mark to Market Loss on the open position has reached the stipulated percentage of the margins placed with us.
- (b) In all other cases where the margin or security placed by the Client falls short of the requirement or where the limits given to the Client have been breached or where the Client has defaulted on his existing obligation within the stipulated time.

All the losses based on actual executed prices, brokerage, charges and penalties levied by the Exchange relating to the Square off shall be borne by the client.

Shortages in obligations (arising out of internal netting of trades or otherwise)

Where a client fails to meet his securities pay-in obligations as due for any settlement and auction is not made by the Exchange because of reasons like internal netting of trades, then either auction takes place in the exchange or if the delivery is client to client, then the client's account is debited for such short delivery at "valuation price or the average of auction rate", whichever is higher. The buyer client shall be credited with the same amount as debited to seller client. In case, no auction price is available in a particular instance, the above mentioned debit/credit shall take place at closing price on the auction day plus 10% and trading day to auction day high price, whichever is higher. If the buyer-client requires delivery of the said shares, he is advised to buy the same next day from the market on his own.

Where a client buys securities in one settlement, and sells the same in a subsequent settlement, without having received the payout of the securities, any resulting auction/losses will be the sole responsibility of the client.

Conditions under which a client may not be allowed to take further position or his existing position may be closed

Subject to a client's KYC verification and his meeting initial margin and other margin requirements, a client may take positions. However, he may not be allowed to take further position and/or the open positions may be squared off by us under any of the following circumstances:

- a. SEBI or Exchange imposing restrictions on further exposures in cases of extreme volatility in the market on in a security or group of securities or the client's margin falling short due to volatility or otherwise.
- b. client or the Broker exceeding or touching exposure limits set by the Exchange in the particular scrip.
- c. reasonable doubt as to bonafide of the transaction or identity of the client in the light of the financial status and objectives as disclosed in the KYC form.
- d. reasonable doubt as to the transaction being cross trade, circular trade, fraudulent practice or connected with price manipulation or market rigging.
- e. SEBI or other competent authority issuing a debarment order against the client from buying, selling or dealing in securities, unless the order is vacated.

Temporary Suspension or Closing of Account at Client's Request

The client may, at times, like to suspend his account for some time due to reasons like – illness, holidaying or pilgrimage. Fincap account manager may note the instruction to suspend the transactions in an account on receipt of a written request by the client. However, the client will be responsible for all his positions till that time and shall make arrangements for due discharge of his obligations in respect of such transactions.

A suspended account may be made active by another instruction in writing by the client.

The client, subject to his meeting all obligations regarding pending positions, may seek closure of his account by a letter in writing duly signed by him. Such request shall be effective from the time it has been noted in Fincap's computer system and the client shall be liable to meet all his obligations.

The request for suspension, re-activation of closure of account should be made by the client and not by his Power of Attorney Holder (POA). The Company may also withhold any payouts of client or suspend his trading account due to any surveillance action or judicial/regulatory direction or in the circumstances it would be reasonable to do so.

De-registering a Client

Fincap may de-register a client in any of the following events:

- a. Death of a client who is a natural person;
- b. Liquidation or winding up of a client who is a corporate;
- c. Insolvency or bankruptcy of the client;
- d. The client being debarred from dealing in securities by an order of SEBI, other Regulatory Authority or Court;
- e. The client is convicted of fraud or other offence in relation to securities and the said conviction is not stayed by that authority or court or superior thereto.
- f. The account being inactive has not been got reactivated within two years of inactivation.
- g. The client, to the reasonable belief of Fincap, has defaulted in payment of its debts to any other financial institution or intermediary, or admitted its inability or is unable to pay its debts as they become payable.

De-registering of a client will not absolve him from his obligations for transactions at the time of de-registration.

Policy for Inactive Accounts

Inactive accounts are more vulnerable to fraud or manipulation and the clients are advised to be careful not to allow their accounts to be inactive. An inactive account is one in which there is no operation during the last twelve calendar months. Such accounts may be marked as "inactive" in the Back Office without any request by the client. Transaction in an "inactive account" will be permitted after strict diligence.

Payment Gateway

The Payment Gateway facility, when provided, shall depend upon the working of the Payment Gateway owned/controlled by the concerned bank/service provider. The Member shall not be responsible for any delay, defect or discontinuity of service of any Payment Gateway.

Orders & Limits

The Clients' instructions are usually recorded by the Member. Such record shall be admissible as evidence and binding. However, any transaction or instruction shall not be nonbinding merely because no recording is made/maintained/kept/provided.

The Member may subject any order placed by Client to manual review and entry, which may cause delays in processing of the order or may result in rejection of such order.

The Member may reject any order for reasons including, but not limited to, non-availability of funds in the Client's trading account, non-availability of securities in the Client's Demat Account, insufficiency of margin, suspension of trades by the concerned Exchange or application of circuit breaker.

The Member may, in its wisdom, permit execution of orders in spite of insufficiency of margin or in excess of trading limits. The trades, when executed, shall bind the Client and the Client shall provide such sums as may be required, to meet his liability under such trade.

Authority By Client

Any and all instructions issued by an authorised representative of the client shall be binding on the client in accordance with the letter authorising the said representative to deal on behalf of the client. All authentication of the authority of a client to instruct the Member to deal on behalf of the client shall be determined by the terms in this regard mentioned on the web-site.

Clients' Online Access To Reports

The online clients are provided User ID and Internet Access to see their accounts online. Off-line clients may be given Back Office Access Code to see their accounts and upto-date positions. All offline clients are also provided User ID and password through which they can any time access various back office reports, account information and other useful information. The clients are advised to make full use of the facility and report, discrepancy, if any, in their account at the earliest.

Auto Square Off

The Member has a policy of auto square-off (without separate authority from Client) the Clients' positions in the following circumstances:

- (a) In case of Margin Trades, if the open buy position is neither squared off nor converted to Delivery by Client/s within the stipulated time.
- (b) In case of Margin Trades, if the open sell position is neither squared off nor converted to Delivery by Client/s within the stipulated time.

- (c) In case of Margin Trades, where Mark to Market Loss on the open position has reached the stipulated % of the margins placed with us.
- (d) In all other cases where the margin or security placed by the Client/s falls short of the requirement or where the limits given to the Client/s have been breached or where the Client/s have defaulted on their existing obligation.

The actual execution of square off can happen at a price different from the trade bound, due to execution time lag and any loss based on actual execution price shall be borne by the Client. In case the Auto Square off does not take place due to certain reasons like price band, etc. then the Member may convert the open positions to Delivery. If the conversion also fails due to non-availability/shortage of Demat shares, then for the open sale position, the Client/s will have to face auction or close out as per the rules of the concerned Exchange. Consequently, client/s will be responsible for any resulting losses and all associated costs including penalty levied by the Exchange. If the conversion also fails due to insufficient funds/no funds, then for the open buy position, the shares will not be delivered to the client/s and the Member will liquidate the shares anytime and the Client/s will be liable for any resulting losses and all associated costs incurred by the member.

Cancellation or Modification of orders

Cancellation or modification of an order pursuant to the client's request in that behalf is not guaranteed. The order will be cancelled or modified only if the client's request for cancellation and modification is received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution wherever possible. The client should not presume an order having been executed, cancelled or modified until a confirmation from the Member is received by the client. However, due to technical or other factors the confirmation may not be immediately transmitted to or received by the client and such a delay should not entitle the client to presume that the order has not been executed, cancelled or modified unless and until the Member has so confirmed in writing.

Margins

The Member determines the market value of the securities placed/deemed as margin after applying an appropriate hair-cut which may, in accordance with its risk perception, be higher than that prescribed by the Exchange. Further, the Member fixes from time to time concentration limits on value of individual scrips accepted for margin. Clients should monitor the market value of such securities on a continuous basis and to replenish any shortfall in the value of the margin consequent to a fall in the market value of such securities whether or not the member intimates such shortfall.

The Member shall communicate/advise the method of calculation of margin or the security requirement as rate(s) or perception(s) of dealing and the Client should self monitor their dealings, margin deposits and margin requirements and provide, the required/deficit margin/security as required from time to time, forthwith whether or not any margin call or separate communication to that effect is sent by the Member and/or received by a client. The clients should ascertain the adequacy of margin/security in acceptable form and manner before hand prior to making any trade/order/deal, to ensure that the margin/security is adequate at all times during an open position and to make up forthwith in acceptable form and manner any deficiency or shortfall therein. If a client's order is executed and/or maintained despite shortfall in margin/security the client shall be responsible for all orders including orders executed without sufficient/non-available margin/security required by the Member/Exchange/SEBI and shall make up the shortfall suo motu at the earliest.

The Member is entitled to consider any sum or money or security lying to the credit of the client as margin received.

Maintenance of Trading Account

Money pay-in to Member: The client shall ensure that all payments due to the Member will be made within the specified time and in the event of any delay, the Member may refuse, at their discretion, to carry out transactions or close out the position and the costs/losses if any, thereof shall be borne solely and completely by the client. All payments made to the Member shall be from the Bank account of the client and shall not to be from any third party.

Securities pay in to Member: All delivery to be effected to the Member for a trade, must be made minimum one day before the pay-in date. Losses, if any, that may accrue in the event of default in completing the delivery on the exchange by the Member as a result of any delay in the delivery by the client, shall be borne solely and completely by the client. Losses for the purposes of this clause shall include auction debits/penalty charges, if any incurred as result of non delivery of securities on the settlement date on the exchange. No third party shares will be sold through the Member nor third party payment should be made to Member and client will be solely responsible for any violation. If the client anticipates availability of securities for pay in through pay out of earlier settlements or borrowings or otherwise, which does not materialise prior to the time fixed for the same for any reason whatsoever, all losses to the client for such shortage (including auction, square off or closing out) shall be solely to the client's account and the client shall not hold the Member responsible in any manner or form.

Securities shortages in pay-in and pay-out: The Client shall be bound by the guidelines, including the rules pertaining to the adjustment of shortages in the client's position in securities transacted on behalf of the client, by the Member, in case of internal shortage of securities, any entry passed to the account of client in accordance with practice consistently followed by the Member across all its clients shall be binding on the client. Further in case of shortage of securities, the Member may borrow shares on behalf of the client and debit the charges for the same to the client's account mentioned with the Member.

Corporate Benefits on Securities Held on Behalf of Client

Member will pass to the clients whatever corporate benefits are received from the companies directly like dividends and bonus shares, for other corporate benefits/actions like Rights issues/Open offers etc. where shareholders are required to apply to the company, it is the Client's responsibility to track announcements of such corporate benefits and then apply to the member/company if Client so desires. Member shall not be liable for any real/notional loss suffered by the Client, if a client fails to apply for such corporate benefits in time for the shares held by the Member on behalf of the Client.

Lien/Set-off

All funds of the client in the bank account with designated bank shall be subject to lien for the discharge of any or all payments to the Member from the client. All securities in the demat account opened in terms of the agreement with the depository participant, shall be subject to lien for the discharge of any or all payments due to the Member or to the depository participant from the client and may be held by the Member as a security against default by the client in respect of the services already availed by the client. The Member has authority to block securities against pending order or pledge securities in favour of the Member against any of his dues. The Member shall have the right of set-off amongst all trading account maintained by the client with the Member.

Indemnity

The Member should be indemnified by the client in case of any action initiated against the Member by any party not privy to this contract, and it shall be duty of the client to bear out of their funds, all costs, losses and expenses which any such Member may incur or become liable to pay, by reason of any event in the course of the use of the said services of the client.

Notices to the Member

All communications by, from or on behalf of client to the Member should be addressed to its Customer Care Department at the following destinations and may be sent by hand delivery, post, courier or electronic mail.

FINCAP PORTFOLIO LIMITED

Compliance Officer

222-223 'Aashirwad Complex'

D-1, Green Park

New Delhi 110 016

E-mail: info@fincaporg.com

DOCKET – C

POWER OF ATTORNEY (VOLUNTARY)

BY THIS POWER OF ATTORNEY I/WE _____ the
undersigned (hereinafter referred to as "client(s)"/"I" / "We") residing at _____

wish
to avail various services offered (hereinafter referred to as "services") by Fincap Portfolio Limited (hereinafter referred to as Fincap) a company duly incorporated under the Companies Act, 1956 and having Registered Office at 222-223 'Aashirwad', D-1 Green Park, New Delhi 110 016 subject to the following recitals and terms and conditions.

WHEREAS FINCAP is providing various securities related services which inter alia include but not limited to transactions in connection with purchase or sale of securities, scrips, stocks, bonds, debentures, mutual fund units or any other financial instruments, or subscription to any offer or public issue of shares, mutual funds, including initial public offering (IPO) thereof, buyback of shares.

WHEREAS I/We in this connection have Beneficiary Account No. _____/will open Beneficiary Account(s) with Depository Participant as will be specified in the client registration form with FINCAP.

WHEREAS in order to avail the various services being offered by FINCAP, I/We have also executed the Member-Client Agreement with FINCAP.

WHEREAS FINCAP has the following Demat accounts to receive securities from the clients in pool and keep them separate from its own securities and in any of which only the securities shall be received on my/our account when not credited to my aforesaid Beneficiary Account(s).

WHEREAS in order to facilitate FINCAP in properly executing the various transactions on my/our behalf, I am/we are appointing FINCAP as my/our attorney for all acts, deeds and things in connection with my transactions as per the Member-Client Agreement entered with FINCAP.

NOW THESE PRESENTS WITNESSETH THAT I/We for availing various services and for completing the various securities related transactions do hereby jointly and severally nominate, constitute and appoint FINCAP, acting through its Director(s), employees or such other person as may be authorised by it for the aforesaid purposes as my/our true and lawful attorney to do, execute and perform severally the following acts, deeds, matters and things:

1. To operate the specified Beneficiary Account(s) and issue instructions relating to dematerialising or rematerialising shares and securities, freezing of accounts and to sign and execute delivery instruction slips to effect transfer of shares/securities from my/our beneficiary account, to execute receipt instructions, pledge instructions, pledge closure instructions and all such other instructions that may be required towards stock exchange related margin/delivery obligations arising out of trades executed by me/us on the stock exchange through FINCAP or to otherwise facilitate the transactions undertaken by me/us pursuant to the Member Client Agreement.
2. To instruct the Depository Participant to debit securities and/or to transfer securities from my Beneficiary Account(s) with FINCAP for the purpose of delivering the same to the clearing house of the recognised stock exchange toward any segment in respect of securities sold by me/us through them;
3. To do all such acts, deeds and things as may be required to ensure that all deliveries of securities arising out of transactions undertaken by me/us under the Agreement through FINCAP are duly and properly completed;
4. To apply for, subscribe to, and/or redeem various securities and instruments specified herein above including equity shares, mutual fund units or any other investment product(s) offered by FINCAP on my/our behalf on my/our instructions and to make payments for the same;
5. To facilitate FINCAP to credit the refund amount on account of non-allotment/part allotment received by FINCAP against my/our application in the designated bank account as specified in the Client Registration Form/Member Client Agreement;
6. To charge/debit my/our account(s) towards charges/fees/amounts etc., payable to FINCAP/Depository Participant/Principal by virtue of my/our using any of the facilities/services provided by FINCAP at my/our instance;
7. To send/receive communications, instructions, statements, requisitions, acknowledgements etc., in connection with the aforesaid instruments to various parties including, the company, issuer, register and transfer agent, asset management company, trustee, stock exchange, Government/ statutory Authority etc.;
8. To execute, all documents, forms, deeds, bonds, redemption requests etc., and to do all such acts and deeds in connection with the above;
9. To register this Power of Attorney with the Bank/Issuer/Registrar to an Issue, Depository Participant and or with any other party concerned;
10. To authorise the Stock Broker/Depository Participant to send consolidated summary of my/our scrip wise buy and sell positions taken with average rates to me/us by way of SMS/e-mail on a daily basis, notwithstanding any other document to be disseminated as specified by SEBI from time to time.

Subject only to the satisfaction of all amounts/dues payable by me/us to FINCAP in respect of any services/facilities provided in connection with this Power of Attorney, the Member Client Agreement or any other document(s) executed between the parties this Power of Attorney is revocable by me at any time without notice.

I DO HEREBY for myself, my heirs, executors and administrators agree to ratify, confirm and validate all and whatsoever my said Attorney shall do or purport to do or cause to be done by virtue of these presents.

In witness whereof I/We have executed this Power of Attorney on the day, date and year herein below mentioned.

Signature _____ Signature _____

Signature

[illegible]

Signature of 2nd Witness

(Authorised Signatory)

**AUTHORISATION WHEN A CLIENT WANTS TO MAINTAIN A RUNNING ACCOUNT
(VOLUNTARY)**

I/We confirm that I/We are desirous of regularly dealing in CM and F&O segments of securities on the stock exchange(s). I/We request you to maintain the account, both for securities and funds, with you on a running account basis without settling the account on each settlement of each transaction on my/our behalf. This will facilitate me/us in doing my/our transactions through you. I/we also request you to consider the balances in my/our running funds and securities account for the purpose of margins/any other of my/our obligations due to you. In view of the above, it would be proper for you to retain all amounts payable and all securities receivable by me/us until specifically requested by me/us in writing to be settled or to be dealt with in any other manner. I/We understand and agree that no interest will be payable to me/us on the amounts or securities so retained by you.

I/We agree and empower/authorise you

- a. to act in your discretion of merging balances kept under CM Trading Account and F&O Trading Account held with the you to nullify the debt in any of my/our other account held with you without taking any further instructions from me/us;
- b. to merge the securities kept with you in CM and F&O accounts in order to nullify the debit in any account of my/our account;
- c. to withhold the credit of securities to my/our demat account if any sum is due from me/us;
- d. to withhold the securities to meet my/our liabilities to you under the trading agreement;
- e. to debit my/our trading account towards depository charges payable by me/us to the designated depository participant and make onward payment to the designated depository participant upon receipt of intimation from the designated depository participant;
- f. to block securities against pending order or pledge securities in your favour against any of my/our dues;

I/We have the liberty to revoke this authorisation at any time in writing with perspective effect.

It is understood that the "Actual settlement of funds and securities" shall be done by you at least once in a calendar quarter. While settling the account you will be sending me/us a 'statement of account', containing an extract from the client ledger for funds and an extract from the register of securities displaying all receipts/deliveries of funds/securities. The statement shall also explain the retention of funds/securities and the details of the pledge, if any. Such periodic settlement of the running account shall not be necessary when (a) I start availing margin trading facility as per SEBI circulars; or (b) The margin provided by me to you is in the form of Bank Guarantee (BG)/Fixed Deposit Receipt (FDRs).

On settlement date you may retain the requisite securities/funds towards any outstanding obligation and may also retain funds expected to be required to meet margin obligation (as estimated by you) for the next 5 trading days, calculated in the manner specified by respective Exchanges.

The statement of account so issued by you or the settlement made by you shall be taken as correct and shall be binding upon me/us unless a discrepancy or dispute arising from such statement or settlement or receipt/disposal of funds/securities, as the case may be, is brought to your notice with relevant facts/documents within seven working days.

I/We understand that, unless otherwise required to meet my obligations for margin or on settlement you shall transfer the funds/securities lying with you in credit of my/our account within one working day and those lying with the Clearing Member or Clearing Corporation within three working days of my request for transfer.

My/Our preference for actual settlement of funds and securities is at least:

☐ Once in a Calendar Quarter ☐ Once in a Calendar Month

Name of Client: _____

Signature of
Client

Date: Place:

AUTHORITY LETTER

To,

Fincap Portfolio Ltd.
222-223 'Aashirwad'
D-1 Green Park
New Delhi 110 016

Dear Sir,

With respect to the client – member relationship with you, we authorise you to do the following:

- 1) **Adjustment of account between exchanges and segments:** I/we hereby inform you that I have executed/intend to execute an agreement with you for trading on different exchanges, i.e., NSE, BSE in cash and derivative segments. I/We request you to transfer, make adjustments and/or set off a part of whole of the securities placed as margin and/or any surplus funds in any of the accounts maintained with you against the outstanding dues payable if any, by me/us to any of my/our account(s) maintained with you. You will have lien on the credit balance in any of my/our account for meeting the debit or obligations in progress in any other of my/our account. Any entries passed by you in accordance with this authorisation will be binding on me/us.
- 2) **Authorisation of debit Demat Account operating charges:** I/We opened/have a Beneficiary account with you and I/we have a trading account with you for investment and trading purpose. It will be very difficult for me/us to issue separate cheques against your depository bills. Hence, I authorise you to debit the trading account for the debit charges payable to you as Depository Participant for providing depository services. Any such sum debited to my/our account shall be binding on me/us.
- 3) **Authorisation of debit the Trading Account Opening Charges:** I/We authorise you to debit the trading account maintained with you for the account opening charges for trading account payable to you. Any such sum debited to my account shall be binding on me/us.

- 4) **Authorisation of send electronic contract note and statement of funds and securities:**

I/we have created my/our E-mail ID as.....

I/we authorise you to issue the contract notes and statement of funds and securities in electronic format.

Any change in the E-mail ID shall be communicated by me/us in writing to your customer care department.

Further, to my/our authority to you to issue Contract Notes in digital format. I/we authorise you not to provide me/us Order Confirmation/Modification/Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I/we shall get the required details from the Contract Notes issued to us.

I/we authorise you to send periodic statements of funds and securities in digital format at my E-mail address unless I/We request you in writing to send them in paper form.

- 5) **Subscription to Access Research Analysis:** I/We hereby give my/our consent to you to annually transfer a sum of Rs. _____ towards annual subscription for accessing FINCAP Research Analysis from the amount lying to the credit of any of my/our accounts with you (including the margin money). I/We alone only shall be responsible if any orders are placed by me/us for trading based on the Research work/Equity/Currency analysis of FINCAP Research Analysis and you shall not be liable for any profit or loss arising out of such transactions. Constituent undertakes to keep FINCAP indemnified on this aspect for all transactions undertaken by me/us.
- 6) **Authorisation for Communication of Financial Products:** I/We have opened an account with you and am/are interested in knowing about other financial products.

I/We authorise you, your group companies and associates to keep me/us informed with any financial product with Fincap Portfolio Limited, its group companies and associates presently issue, deal in, or distribute or may, from time to time, launch, issue, deal in or distribute; through E-mail, SMS, telephone, print media or otherwise. This is without legal obligation on you, your group companies and associates to so inform and you or they may, in their discretion, discontinue sending such information.

Name: _____

Signature of Client

DISCLOSURE INFORMATION

This is to inform you that we do client based trading and pro-account trading in National Stock Exchange of India Limited (NSE) and Bombay Stock Exchange Limited (BSE).

Thanks and Regards.

For Fincap Portfolio Limited,

Authorised Signatory

I/We declare that Fincap Portfolio Limited, the Brokers, has put me/us on notice that it is engaged in not only client based trading but also in pro-account trading.

Signature of Client

LIST OF FAMILY MEMBERS (Compulsory in case of HUF Account)

To,
Fincap Portfolio Limited
222-223 'Aashirwad'
D-1 Green, New Delhi 110 06

Ref.: A/c No. _____ (FINCAP)

S.No.	Name of the Member	Relationship with Karta	Date of Birth	Signature
1.				
2.				
3.				
4.				
5.	Name of Minor			
6.	Name of Minor			

Name of Karta: _____

Signature of Karta

INSTRUCTIONS/CHECK LIST

S.No.	Checklist	Tick
1.	Additional documents in case of trading in derivatives segments – illustrative list: (In respect of other clients, documents as per risk management policy of the stock broker need to be provided by the client from time to time)	
(a)	Copy of ITR Acknowledgement	
	In case of salary income – Salary Slip, Copy of Form 16	
	Copy of Demat account holding statement	
	Any other relevant documents substantiating ownership of assets	
	Copy of Annual Accounts	
	Net worth Certificate	
	Bank account statement for last 6 months	
	Self declaration with relevant supporting documents.	
	Copy of cancelled cheque leaf/pass book/bank statement specifying name of the constituent, MICR code or/and IFSC Code of the bank should be submitted.	
	Demat Client Master or recent holding statement issued by DP bearing name of the client.	
	For individuals:	
	Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.	
	In case of non-resident clients, employees at the stock broker's local office, overseas can do 'in person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy/Consulate General in the country where the client resides may be permitted.	
	For non-individuals:	
	Form need to be initialised by all the authorised signatories	
	Copy of Board Resolution or declaration (on the letterhead) naming the persons authorised to deal in securities on behalf of company/firm/others and their specimen signatures.	

Dear Sir,

I/We hereby acknowledge the receipt of duly executed copy of KYC, MCA/Tripartite-Agreement, RDD and all other documents as executed by me/us. I/We acknowledge that the other details related to my/our account are as under :

Trading Code.....

UCC.....

My Email Id.....

(Signature of Client)