

Inward No.

Form No.

Mr./Ms.

Client Code No.

Demat Account No.

Plan / Scheme

IDBI Group Co. Employee Yes No Group Co. Name

Source/FOS/Agent/Business Associate Code FOS/Agent/BA Name

Relationship Manager Employee Code Relationship Manager Name

Bank Branch Code Banking Alliance Name

Client Relationship Form for Non-Individuals

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

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Please look for the symbols and sign accordingly.

1.  Signature of the Client(s)
2.  Signature of the Second Holder
3.  Signature of the Third Holder
4.  Signature of the Witness
5.  Signature of the Broker/DP/Any other(s)

Form checked & found OK

Branch Incharge

CHECKLIST FOR OPENING TRADING ACCOUNT

Pl. Tick Documents Required	Checks to be done while receiving such documents (For Office Use Only)
<p><u>PARTNERSHIP FIRM</u></p> <ul style="list-style-type: none"> <input type="radio"/> PAN (Compulsory) <input type="radio"/> Latest transaction or holding statement from the DP for Demat Account <input type="radio"/> Copy of Bank Statement Original cheque with printed name only / Bank Passbook <input type="radio"/> DOCUMENTARY EVIDENCE FOR FINANCIAL DETAILS Copy of ITR Acknowledgement, Copy of Annual Accounts, Networth Certificate, Any other relevant documents substantiating ownership of Assets, Bank Statement for 6 months or DP holding statement, Self declaration alongwith relevant supporting <input type="radio"/> IDENTITY PROOF of All Partners (Compulsory) <input type="radio"/> PAN Card (Compulsory) <input type="radio"/> Passport <input type="radio"/> Voter ID Card <input type="radio"/> Driving Licence <input type="radio"/> ADDRESS PROOF of firm (Compulsory) <input type="radio"/> Bank Statement (should be of the latest quarter and should contain the bank stamp and signature of its authorised official along with original cancelled cheque leaf with name printed) <input type="radio"/> ADDRESS PROOF of All Partners (Compulsory) <input type="radio"/> Passport <input type="radio"/> Voter ID Card <input type="radio"/> Driving License <input type="radio"/> Ration Card <input type="radio"/> Landline Telephone Bill (Not more than 2 Months old) <input type="radio"/> Electricity Bill (Not more than 2 months old) <input type="radio"/> Bank Passbook/ Bank Statement (Should be of the latest quarter along with copy of cancelled cheque leaf) <input type="radio"/> OTHER DOCUMENTS (Compulsory) <input type="radio"/> Certified true copy of Partnership Deed <input type="radio"/> Certificate of Registration with Registrar of Firms (If Registered) <input type="radio"/> List of Authorised Signatories and their photographs <input type="radio"/> Copy of Income Tax Return for the last 2 years of the Firm. <input type="radio"/> Audited Balance Sheet of Partnership Firm for the last 2 years <input type="radio"/> Letter of Authority (in the specified format) 	<p>Copy of PAN Card (Full Name on the KYC form as per PAN proof)</p> <p>Name & Address (Period of latest quarter)</p> <p>Name, Photograph & Sign Name, Address, Photograph & Validity Date Name, Address & Photograph Name, Address, Photograph & Validity Date</p> <p>Name & Address (Period of latest quarter)</p> <p>Name, Address, Photograph & Validity Date Name, Address & Photograph Name, Address, Photograph & Validity Date Name & Address Name & Address (Mobile/WLL bills not allowed) Name & Address Name & Address (Period of latest quarter)</p>
<p><u>BODY CORPORATE</u></p> <ul style="list-style-type: none"> <input type="radio"/> PAN (Compulsory) <input type="radio"/> Latest transaction or holding statement from the DP for Demat Account <input type="radio"/> Copy of Bank Statement Original cheque with printed name only / Bank Passbook <input type="radio"/> DOCUMENTARY EVIDENCE FOR FINANCIAL DETAILS Copy of ITR Acknowledgement, Copy of Annual Accounts, Networth Certificate, Any other relevant documents substantiating ownership of Assets, Bank Statement for 6 months or DP holding statement, Self declaration alongwith relevant supporting 	<p>Copy of PAN Card (Full Name on the KYC form as per PAN proof)</p> <p>Name & Address (Period of latest quarter)</p>

PI. Tick Documents Required	Checks to be done while receiving such documents (For Office Use Only)
<p>IDENTITY PROOF of All Directors/Authorised Signatories (Compulsory)</p> <ul style="list-style-type: none"> <input type="radio"/> PAN card of all Directors (Compulsory) <input type="radio"/> PAN card of all Authorised Signatories (Compulsory) <input type="radio"/> Passport <input type="radio"/> Voter ID Card <input type="radio"/> Driving Licence <p>ADDRESS PROOF of Body Corporate (Compulsory) (Registered Office, Correspondence Office)</p> <ul style="list-style-type: none"> <input type="radio"/> Form 18 for Registered Office <input type="radio"/> Bank Statement (should be of the latest quarter and should contain the bank stamp and signature of its authorised official along with Original cancelled cheque leaf with name printed) <p>ADDRESS PROOF of All Directors (Compulsory)</p> <ul style="list-style-type: none"> <input type="radio"/> Passport <input type="radio"/> Driving License <input type="radio"/> Ration Card <input type="radio"/> Landline Telephone Bill (Not more than 2 Months old) <input type="radio"/> Electricity Bill (Not more than 2 months old) <input type="radio"/> Bank Passbook/ Bank Statement (should be of the latest quarter and should contain the bank stamp and signature of its authorised official along with copy of cancelled cheque leaf) <p>OTHER DOCUMENTS (Compulsory)</p> <ul style="list-style-type: none"> <input type="radio"/> Memorandum & Articles of Association containing the clause that the entity can trade in shares & securities. <input type="radio"/> List of Authorised Signatories / Whole Time Directors and their photographs <input type="radio"/> Copy of Income Tax Return for the last 2 years of the Company. <input type="radio"/> Certificate of Incorporation <input type="radio"/> Certificate of Commencement of Business and the <input type="radio"/> Copy of Annual Report for the last two financial years <input type="radio"/> Copy of latest Net worth Certificate <input type="radio"/> List of Directors <input type="radio"/> Board Resolution for Authorised Signatories <input type="radio"/> Latest Share Holding pattern duly signed by Company Secretary/ Whole Time Director/ Managing Director. <input type="radio"/> List of all Individual Promoters along with the photographs, holding shares more than 5% in the share capital of the Company 	<p>Name, Photograph & Sign</p> <p>Name, Photograph & Sign</p> <p>Name, Address, Photograph & Validity Date</p> <p>Name, Address & Photograph</p> <p>Name, Address, Photograph & Validity Date</p> <p>Name & Address (Period of latest quarter)</p> <p>Name, Address, Photograph & Validity Date</p> <p>Name, Address, Photograph & Validity Date</p> <p>Name & Address</p> <p>Name & Address (Mobile/WLL bills not allowed)</p> <p>Name & Address</p> <p>Name & Address (Period of latest quarter)</p>

GENERAL INSTRUCTIONS

Note : Please ensure that all the instructions given below have been followed

1. Please provide all the information asked in the form and attach copies of the documents required
2. PIN Code is compulsory in the address.
3. Please produce original documents for verification at the time of submission.
4. The information given is the sole property of IDBI Capital Market Services Ltd. and would not be disclosed to any one unless required by law or except with the express permission of the client
5. Please provide clear copies of all the documents.
6. Please strike off whichever part of the application is not applicable to you.
7. Please fill in all details of the entire form in BLOCK LETTERS.
8. All documents must be marked as CERTIFIED TRUE COPY and Signed by Authorised Signatory
9. Copy of updated share holding pattern and certified true copy of Balance Sheet and Profit and Loss Account should be submitted every year.
10. Thumb impressions and signatures other than English or Hindi or any of the other language not contained in the 8th Schedule of the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate.
11. The Power of Attorney and Client Agreement will have to be signed by the person(s) authorised by the resolution of the board/trust/governing body/ standing committee of the applicant company.
12. Demat Account in case of Partnership firm shall be opened in the name of the partners.
13. All signatures of Authorised Signatories should be along with the stamp of the entity.
14. Incase of partnership firm do not put the stamp of the firm on the DP related Documents.
15. Do not use whitener, strike cross incase of any correction & countersign.

Note : Information in the Bank Details should match with the bank proofs provided by the Client.

RISK PROFILE - ASSESSMENT (TO BE FILLED IN ONLY BY BRANCH HEAD / HO DEPARTMENT HEAD)

Type of Customer	
Customer Category	<input type="radio"/> Low <input type="radio"/> Medium <input type="radio"/> High
Observations of the Official in regarding to corelation between the annual gross income / sales and the proposed borrowing.	
Other General Observations of the Official	
Is the Official fully satisfied with the information furnished by the customer or he feels the need for cross checking any of these details with relative documents. if so, it should be arranged.	
Specific Recommendations for obtaining Additional Information. (Indicate what type of additional information should be obtained	

Comments on Enhanced Due diligence (if any)

 (1/82)

Signature with rubber stamp

Cheque details: (Self signed cheque in favour of IDBI Capital Market Services Ltd.)

Cheque No.: _____ Date: _____

Drawn on: _____ Amount (Rs.): _____

Date of Cheque deposit: _____ CMS Deposite Slip No.: _____

Account No.: _____

(In case of multiple cheques, please mention details of all cheques)

NAME(S) AND ADDRESS OF PROMOTER(S) / PARTNER(S)

Name	Residential Address
1. _____	_____ _____
2. _____	_____ _____
3. _____	_____ _____
4. _____	_____ _____
5. _____	_____ _____

Note : In case more persons as Promoters/Partners, please attach additional sheet with their details.

NAME(S) AND ADDRESS OF WHOLETIME DIRECTOR(S)

Name	Residential Address
1. _____	_____ _____
2. _____	_____ _____
3. _____	_____ _____
4. _____	_____ _____
5. _____	_____ _____

Note : In case more persons as Wholetime Directors, please attach additional sheet with their details.

NAME(S) AND ADDRESS OF PRINCIPAL AUTHORISED USER(S)

Name	Residential Address
1. _____	_____ _____
2. _____	_____ _____
3. _____	_____ _____
4. _____	_____ _____

Note : In case more persons as Principal Authorised User, please attach additional sheet with their details.

REFERENCES

Introduction: Introduced by another Client/Director or Employee of trading member/any other person (Please specify)

Name of the Introducer:

Address of the Introducer:

Signature: PAN of Introducer:

Name and Designation of the ICMS employee who interviewed the client:

N A M E D E S I G N A T I O N

Signature of the Employee: _____

DESIGNATED BANK ACCOUNT DETAILS

Bank Name :
(through which transactions will generally be routed)

Account No.: Date of Account Opening

Account Type: Current Others Please Specify: _____

Branch ID: Branch:

Address:

9-Digit Bank's MICR Code Number given at the bottom of the cheque:

(Original cancelled cheque leaf/Pass book/bank statement containing name of the client should be submitted)

IFSC Code (RTGS): • Internet Banking has to enabled for online trading

ADDITIONAL BANK ACCOUNT DETAILS (please attach proof)

1. Bank Name

Account No Date of Account Opening

Branch ID: Branch:

Address:

9-Digit Bank's MICR Code Number given at the bottom of the cheque:

(Original cancelled cheque leaf/Pass book/bank statement containing name of the client should be submitted)

IFSC Code (RTGS):

2. Bank Name

Account No Date of Account Opening

Branch ID: Branch:

Address:

9-Digit Bank's MICR Code Number given at the bottom of the cheque:

(Original cancelled cheque leaf/Pass book/bank statement containing name of the client should be submitted)

IFSC Code (RTGS)(Mandatory):


Mode of Operation for Sole/First Holder (In case of joint holdings, all the holders must sign)

- Any one singly Jointly by : _____
- As per resolution : _____
- Others (please specify): _____

Declaration

The rules and regulations of the Depository and Depository Participants pertaining to an account which are in force now have been read by us and we have understood the same and we agree to abide by and to be bound by the rules as are in force from time to time for such accounts. We also declare that the particulars given by us are true to the best of our knowledge as on the date of making such application. We further agree that any false / misleading information given by us or suppression of any material fact will render our account liable for termination and further action.

Authorised Signatories (Enclose a Board Resolution for Authorised Signatories)

Sole/First Holder	Name	Signature(s)
First Signatory		 (12/82)
Second Signatory		
Third Signatory		
Other Holders		
Second Holder		
Third Holder		

MEMBER-CLIENT AGREEMENT (National Stock Exchange of India Ltd.)

This agreement is made and executed at place and date as mentioned in the schedule to this Agreement between M/s IDBI Capital Market Services Limited, a body corporate registered/ incorporated under the provisions of Companies Act 1956 being a member of the National Stock Exchange of India Limited (hereinafter called "The Exchange"), having its registered office at 5th Floor, Mafatlal Centre, Nariman Point, Mumbai -400021 (hereinafter referred to as IDBI Capital or Stock Broker) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns as the case may be, of the **One Part**

AND

The client described in the schedule to this Agreement, being an Individual/HUF/NRI having his/her/its residence/registered office at the place mentioned in the schedule to this Agreement (hereinafter called the client) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives / its successors as the case may be, of the **Second Part**;

Whereas IDBI Capital is registered as the stock broker of the Exchange with SEBI registration number INB230706631 in the Capital Market/ Cash Segment and SEBI registration number INF230706631 in the Futures and Options Segment.

Whereas the client is desirous of buying/selling/ investing/trading/ dealing in those securities/ contracts /other instruments admitted to dealings on the Exchange as defined and as permissible in the Rules, Bye-laws and Regulations of National Stock Exchange of India NSE and notices/circulars issued thereunder from time to time.

Whereas the client has satisfied itself of the capacity of IDBI Capital to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through IDBI Capital and the client shall from time to time continue to satisfy itself of such capability of IDBI Capital before executing orders through IDBI Capital.

Whereas IDBI Capital has satisfied and shall

continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and

Whereas IDBI Capital has taken steps and shall take steps to make the client aware of the precise nature of the IDBI Capital's liability for business to be conducted, including any limitations on the liability and the capacity in which IDBI Capital acts. WHEREAS IDBI Capital and the client agree to be bound by the Rules, Bye- laws and Regulations of the Exchange and notices/circulars issued thereunder and SEBI Acts, Rules and Regulations made thereunder by SEBI, NSE, NSCCL etc and relevant notifications of Government authorities as may be in force from time to time.

Now, therefore, in consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms and conditions:

1. The client agrees to immediately notify IDBI Capital in writing if there is any change in the information in the 'client registration form' provided by the client to IDBI Capital at the time of opening of the account or at any time thereafter.
2. IDBI Capital declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
 - a. He has read and understood the risks involved in trading on the stock exchange.
 - b. He shall be wholly responsible for all his investment decisions and orders and trades.
 - c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
 - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by IDBI Capital or the Exchange or as may be directed by SEBI from time to time as applicable to




Signature of client:  (13/82)

- the segment(s) in which the client trades. IDBI Capital is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
- e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The Client agrees to pay to IDBI Capital 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 IDBI Capital renders to the Client.. IDBI Capital agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the Rules, Bye-laws and Regulations of the stock exchange/SEBI.
 4. The client agrees to abide by the exposure limits, if any, set by IDBI Capital or by the Exchange or Clearing Corporation or SEBI from time to time.
 5. Without prejudice to IDBI Capital's other rights (including the right to refer a matter to arbitration), IDBI Capital shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, etc if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing -out etc, shall be charged to and borne by the client.
 6. IDBI Capital agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from its own account or account of any other client and shall not be used by IDBI Capital for itself or for any other client or for any purpose other than the purposes mentioned in SEBI, Rules and Regulations circulars/ guidelines/Exchanges Rules/Regulations/Bye- laws and circulars.
 7. The client agrees to immediately furnish information to IDBI Capital in writing , if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation or proceeding which may have material bearing on his capacity has been filed against him.
 8. IDBI Capital agrees to inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange.
 9. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, IDBI Capital may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.
 10. IDBI Capital agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the client.
 11. IDBI Capital shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
 12. IDBI Capital shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom it may have had transactions in securities.
 13. The client and IDBI Capital agree to refer any claims and/or disputes to arbitration as per the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
 14. IDBI Capital hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings .
 15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant stock Exchange(s). In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/Partner(s)/proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).
 16. IDBI Capital and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
 17. IDBI Capital and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
 18. IDBI Capital and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.

Signature of client:  (14/82)

19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
20. Where the Exchange cancels trade(s) suo moto, all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
21. This agreement shall forthwith terminate; if IDBI Capital for any reason ceases to be a member of the stock exchange including cessation of membership by reason of IDBI Capital's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
22. IDBI capital and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
23. In addition to the specific rights set out in this Agreement,
- IDBI Capital and the client shall be entitled to exercise any other rights which IDBI Capital or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.
25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
26. IDBI Capital hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person/ authority except as required under any law/regulatory requirements ; Provided however that IDBI Capital may so disclose information about its client to any person or authority with the express permission of the client.

Signed and delivered by (Schedule above referred to)

<p>Client s details</p> <p>Name:</p> <p>Address:</p> <p>Signature:  (15/82)</p> <p>Place:</p> <p>Date:</p>	<p>Witness for the Client</p> <p>1)Name:</p> <p>Address:</p> <p>Signature: </p> <p>2)Name:</p> <p>Address:</p> <p>Signature: </p>
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<p>For and on behalf of IDBI Capital Market Services Ltd.</p> <p>Name:</p> <p>Address: IDBI Capital Market Services Limited 5th Floor, Mafatlal Centre, Nariman Point, Mumbai - 400 021</p> <p>Signature: </p> <p>Place:</p> <p>Date:</p>	<p>Witness for IDBI Capital Market Services Ltd.</p> <p>1) Name:</p> <p>Address:</p> <p>Signature: </p> <p>2) Name:</p> <p>Address:</p> <p>Signature: </p>
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MEMBER-CLIENT AGREEMENT (Bombay Stock Exchange Limited)

This agreement is made and executed at place and date as mentioned in the schedule to this Agreement between M/s IDBI Capital Market Services Limited, a body corporate registered/incorporated under the provisions of Companies Act 1956 being a member of the Bombay Stock Exchange Limited (hereinafter called "The Exchange"), having its registered officer at 5th Floor, Mafatlal Centre, Nariman Point, Mumbai -400021 (hereinafter referred to as IDBI Capital or Stock Broker) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns as the case may be, of the **One Part**

AND

The client described in the schedule to this Agreement, being an Individual/HUF/NRI having his/her/its residence/registered office at the place mentioned in the schedule to this Agreement (hereinafter called the client) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives / its successors as the case may be, of the **Second Part**;

Whereas IDBI Capital is registered as the stock broker of the Exchange with SEBI registration number INB010706639 in the Capital Market/ Cash Segment and SEBI registration number INF010706639 in the Futures and Options Segment.

Whereas the client is desirous of buying/selling/ investing/trading/ dealing in those securities/ contracts /other instruments admitted to dealings on the Exchange as defined and as permissible in the Rules, Bye-laws and Regulations of Bombay Stock Exchange (BSE) and notices/ circulars issued thereunder from time to time.

Whereas the client has satisfied itself of the capacity of IDBI Capital to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through IDBI Capital and the client shall from time to time continue to satisfy itself of such capability of IDBI Capital before executing orders through IDBI Capital.

Whereas IDBI Capital has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and

investment objectives relevant to the services to be provided; and

Whereas IDBI Capital has taken steps and shall take steps to make the client aware of the precise nature of the IDBI Capital's liability for business to be conducted, including any limitations on the liability and the capacity in which IDBI Capital acts.

WHEREAS IDBI Capital and the client agree to be bound by the Rules, Bye- laws and Regulations of the Exchange and notices/ circulars issued thereunder and SEBI Acts, Rules and Regulations made thereunder by SEBI, BSE, its Clearing House, CDSL, etc and relevant notifications of Government authorities as may be in force from time to time.

Now, therefore, in consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms and conditions:

1. The client agrees to immediately notify IDBI Capital in writing if there is any change in the information in the 'client registration form' provided by the client to IDBI Capital at the time of opening of the account or at any time thereafter.
2. IDBI Capital declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
 - a. He has read and understood the risks involved in trading on the stock exchange.
 - b. He shall be wholly responsible for all his investment decisions and orders and trades.
 - c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
 - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by IDBI Capital or the Exchange or as may be directed by SEBI from time to time as applicable

Signature of client:  (16/82)




SPACE FOR FRANKING

- to the segment(s) in which the client trades. IDBI Capital is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
- e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The Client agrees to pay to IDBI Capital 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 IDBI Capital renders to the Client.. IDBI Capital agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the Rules, Bye-laws and Regulations of the stock exchange/SEBI.
 4. The client agrees to abide by the exposure limits, if any, set by IDBI Capital or by the Exchange or Clearing Corporation or SEBI from time to time.
 5. Without prejudice to IDBI Capital's other rights (including the right to refer a matter to arbitration), IDBI Capital shall be entitled to liquidate/close out/ square -off 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, etc if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing -out etc, shall be charged to and borne by the client..
 6. IDBI Capital agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from its own account or account of any other client and shall not be used by IDBI Capital for itself or for any other client or for any purpose other than the purposes mentioned in SEBI, Rules and Regulations circulars/ guidelines/ Exchanges Rules/Regulations/Bye- laws and circulars.
 7. The client agrees to immediately furnish information to IDBI Capital in writing , if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation or proceeding which may have material bearing on his capacity has been filed against him.
 8. IDBI Capital agrees to inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange.
 9. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, IDBI Capital may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.
 10. IDBI Capital agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the client.
 11. IDBI Capital shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
 12. IDBI Capital shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom it may have had transactions in securities .
 13. The client and IDBI Capital agree to refer any claims and/or disputes to arbitration as per the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
 14. IDBI Capital hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings .
 15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant stock Exchange(s). In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/Partner(s)/proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).
 16. IDBI Capital and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
 17. IDBI Capital and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
 18. IDBI Capital and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.

Signature of client:  (17/82)

19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
20. Where the Exchange cancels trade(s) suo moto, all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
21. This agreement shall forthwith terminate; if IDBI Capital for any reason ceases to be a member of the stock exchange including cessation of membership by reason of IDBI Capital's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
22. IDBI capital and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
23. In addition to the specific rights set out in this Agreement,
- IDBI Capital and the client shall be entitled to exercise any other rights which IDBI Capital or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.
25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
26. IDBI Capital hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person/ authority except as required under any law/regulatory requirements ; Provided however that IDBI Capital may so disclose information about its client to any person or authority with the express permission of the client.

Signed and delivered by (Schedule above referred to)

<p>Client s details</p> <p>Name:</p> <p>Address:</p> <p>Signature:  (18/82)</p> <p>Place:</p> <p>Date:</p>	<p>Witness for the Client</p> <p>1)Name:</p> <p>Address:</p> <p>Signature: </p> <p>2)Name:</p> <p>Address:</p> <p>Signature: </p>
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<p>For and on behalf of IDBI Capital Market Services Ltd.</p> <p>Name:</p> <p>Address: IDBI Capital Market Services Limited 5th Floor, Mafatlal Centre, Nariman Point, Mumbai - 400 021</p> <p>Signature: </p> <p>Place:</p> <p>Date:</p>	<p>Witness for IDBI Capital Market Services Ltd.</p> <p>1)Name:</p> <p>Address:</p> <p>Signature: </p> <p>2)Name:</p> <p>Address:</p> <p>Signature: </p>
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COMBINED RISK DISCLOSURE DOCUMENT FOR BSE AND NSE
(For Equities and Derivatives Segments)

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

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

In the light of the risks involved, you should undertake transactions only if you understand the nature of the contractual relationship into which you are entering

and the extent of your exposure to risk.

You must know and appreciate that investment in Equity shares, derivative or other instruments traded on the Stock Exchange(s), which have varying element

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

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

NSE/BSE does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any trading member and/or sub-broker of NSE/BSE and/or any third party based on any information contained in this document. Any information

contained in this document must not be construed as business advice/investment advice. No

consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

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

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

1.1 Risk of Higher Volatility:

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

1.2 Risk of Lower Liquidity:

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

1.2.1 Buying/selling without intention of giving and/or taking delivery of a security, as part of a day trading strategy, may also result into losses, because in such a situation, stocks may have to be sold/purchased at a low/high prices, compared to the expected price levels, so as not to have any obligation to deliver/receive a security.

1.3 Risk of Wider Spreads:

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

Signature of client:  (19/82)

- 1.4 Risk-reducing orders:
Most Exchanges have a facility for investors to place limit orders, stop loss orders etc. The placing of such orders (e.g., stop loss orders, or limit orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.
- 1.4.1 A market order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a market order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security.
- 1.4.2 A limit order will be executed only at the limit price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.
- 1.4.3 A stop loss order is generally placed away from the current price of a stock / contract, and such order gets activated if and when the stock / contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the stock reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a stock / contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.
- 1.5 Risk of News Announcements:
Issuers make news announcements that may impact the price of the securities / contracts. These announcements may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.
- 1.6 Risk of Rumours:
Rumours about companies at times float in the market through word of mouth, newspapers, websites or news agencies, etc. The investors should be wary of and should desist from acting on rumours.
- 1.7 System Risk:
High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation.
- 1.7.1 During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations.
- 1.7.2 Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security due to any action on account of unusual trading activity or stock hitting circuit filters or for any other reason.
- 1.8 System/Network Congestion:
Trading on NSE/BSE is in electronic mode, based on satellite/leased line based communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond the control of and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.
2. As far as Futures and Options segment is concerned, please note and get yourself acquainted with the following additional features:-
- 2.1 Effect of Leverage or Gearing
The amount of margin is small relative to the value of the derivatives contract so the transactions are leveraged or geared.
Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in derivatives carry a high degree of risk.
You should therefore completely understand the following statements before actually trading in derivatives trading and also trade with caution while taking into account one's circumstances, financial resources, etc. If the prices move against you, you may lose a part of or whole margin equivalent to the principal investment amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.
- A. Futures trading involves daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index. If the index has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading next day.

Signature of client:  (20/82)

- B. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the broker/member may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- E. You must ask your broker to provide the full details of the derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2. Risk of Option holders

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

2.3 Risks of Option Writers

- 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. GENERAL

3.1 Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

3.2 Deposited cash and property

You should familiarise yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which has been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the member, the same shall be subject to arbitration as per the byelaws/regulations of the Exchange.

3.3 For rights and obligations of the clients, please refer to Annexure-1 enclosed with this document.

3.4 The term constituent shall mean and include a client, a customer or an investor, who deals with a member for the purpose of acquiring and/or selling of securities through the mechanism provided by NSE/BSE.

3.5 The term member shall mean and include a trading member, a broker or a stock broker, who has been admitted as such by NSE/BSE and who holds a registration certificate as a stock broker from SEBI.

I hereby acknowledge that I have received and understood this risk disclosure statement and Annexure-1 containing my rights and obligations.

Signature of client:  (21/82)

ANNEXURE - 1
INVESTORS RIGHTS AND OBLIGATIONS

1. Clients should familiarise with the protection accorded to the money or other property Clients may deposit with Clients trading member, particularly in the event of a default in the stock market or the broking firm s insolvency or bankruptcy.
 - 1.1. Please ensure that Clients have a documentary proof of Clients having made deposit of such money or property with IDBICapital/ the trading member, stating towards which account such money or property has been deposited.
 - 1.2. Further, it may be noted that the extent to which Clients may recover such money or property may be governed by the Bye-laws and Regulations of BSE/ NSE and the scheme of the Investors Protection Fund in force from time to time.
 - 1.3. Any dispute with IDBICapital/ the trading member with respect to deposits, margin money, etc., and producing an appropriate proof thereof, shall be subject to arbitration as per the Rules, Bye-laws/ Regulations of BSE/NSE or its Clearing House/ Corporation.
2. Before Clients begin to trade, Clients should obtain a clear idea from Clients member of all brokerage, commissions, fees and other charges which will be levied on Clients for trading. These charges will affect Clients net cash inflow or outflow.
3. Clients should exercise due diligence and comply with the following requirements of the BSE/NSE and/or SEBI:
 - 3.1. Please deal only with and through SEBI registered members who are members of the Stock Exchange and are enabled to trade on the Exchange. All SEBI registered members are given a registration no., which may be verified from SEBI. The details of all members of BSE/NSE and whether they are enabled to trade may be verified from BSE/NSE portal (www.bseindia.com/www.nseindia.com> Home > Members > Member Directory).
 - 3.2. Demand any such information, details and documents from the member, for the purpose of verification, as Clients may find it necessary to satisfy Clients self about his credentials.
 - 3.3. Furnish all such details in full as are required by IDBICapital/ the trading member as required in Know Clients Clientf form, which may also include details of PAN or Passport or Driving License or Voters Id, or Ration Card, bank account and depository account, as is available with the investor.
 - 3.4. Execute a broker-Client agreement in the form prescribed by SEBI and/or the Relevant Authority of BSE/NSE or its Clearing House/ Corporation from time to time, because this may be useful as a proof of Clients dealing arrangements with IDBICapital/ the trading member.
- 3.5. Give any order/ request for buy or sell of a security in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that Clients have proof of Clients intent, in case of disputes with IDBICapital/ the trading member.
- 3.6. Ensure that a contract note is issued to Clients by IDBICapital/ the trading member which contains minute records of every transaction. Verify that the contract note contains details of order/request no., trade number, trade time, trade price, trade quantity, name of security, Client code allotted to Clients and showing the brokerage separately. Contract notes are required to be given/sent by IDBICapital to the investors latest on the next working day of the trade. Contract note can be issued by IDBICapital s either in electronic form using digital signature as required, or in hard copy. In case Clients do not receive a contract note on the next working day or at a mutually agreed time, please get in touch with the Investors Grievance Cell of BSE/NSE.
- 3.7. Facility of Trade Verification is available on BSE/NSE portal (<http://www.bseindia.com/www.nseindia.com>), where details of trade as mentioned in the contract note may be verified from the trade date up to three (for BSE)/ five (for NSE) trading days. Where trade details on the portal, do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of BSE/NSE.
- 3.8. Ensure that payment/delivery of securities against settlement is given to the concerned trading member within one working day prior to the date of pay-in announced by BSE/NSE or Clearing Corporation (for BSE). Payments should be made only by account payee cheque in favour of the firm/company of IDBICapital and a receipt or acknowledgement towards what such payment is made be obtained from IDBICapital/ the trading member. Delivery of securities is made to the pool account of IDBICapital/ the trading member rather than to the beneficiary account of IDBICapital/ the trading member.
- 3.9. In case pay-out of money and/or securities is not received on the next working day after date of pay-out announced by BSE/NSE or its Clearing House/ Corporation, please follow-up with the concerned member for its release. In case pay-out is not released as above from IDBICapital within five working days, ensure that Clients lodge a complaint with the Investors Grievance Cell of BSE/NSE.
- 3.10. Every Member is required to send a complete Statement of Accounts , for both funds and securities settlement to each of its Clients, at such periodicity as may be prescribed by the BSE/NSE from time to

Signature of client:  (22/82)

time. Clients should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof, to IDBI Capital/ the trading member. In case the error is not rectified or there is a dispute, ensure that Clients refer such matter to the Investors Grievance Cell of BSE/NSE.

- 3.11. In case of a complaint against a member/registered sub-broker, Clients should address a complaint against such member/registered sub-broker from time to time.
4. In case where a member surrenders his membership, BSE/NSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to transactions executed on the trading system of BSE/NSE, ensure that Clients lodge a claim with BSE/NSE within the stipulated period and with the supporting documents.
 5. In case where a member is declared a defaulter/ expelled, BSE/NSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to transactions executed on the trading system of BSE/NSE, ensure that Clients lodge a claim with BSE/NSE within the stipulated period and with the supporting documents.
 6. Claims against a defaulter member found to be valid as prescribed in the relevant Rules/ Bye-laws and the scheme under the Investors Protection Fund (IPF) may be payable first out of the amount vested in the Committee for Settlement of Claims against Defaulters, on pro-rata basis

if the amount is inadequate. The balance amount of claims, if any, (to a maximum amount as stipulated from time to time, per investor claim per defaulter member) may be payable subject to such claims being found payable under the scheme of the IPF.

Notes:

1. The term Client shall mean and include a Client, a customer or an investor, who deals with a member of BSE/NSE for the purpose of acquiring and/or selling of securities through the mechanism provided by BSE/NSE.
2. The term member shall mean and include a member or a broker or a stock broker, who has been admitted as such by BSE/NSE and who holds a registration certificate as a stock broker from SEBI for BSE/ NSE segment and includes a Limited Trading/Trading/Self Clearing/ Clearing/Trading-cum-Clearing or such other Member of the Derivatives Segment of BSE/NSE.

I hereby acknowledge that I have received, read, and understood this Risk Disclosure Document and Annexure ~ 1 containing my/our rights and obligations

I accept the abovementioned terms & conditions and hereby subscribe to the said facility.

(Acceptance & acknowledgment of the enclosed Risk Disclosure document is mandatory.)

Signature of client:  (23/82)

AGREEMENT BETWEEN THE DEPOSITORY PARTICIPANT AND THE PERSON SEEKING TO OPEN AN ACCOUNT WITH THE DEPOSITORY PARTICIPANT

This Agreement made and entered into on the date and place as mentioned in the schedule of this agreement between the client (name and address of the client as mentioned in the schedule of this agreement, hereinafter referred as the Client) and IDBI Capital Market Services Ltd. (hereinafter referred as Depository Participant), having its registered office at 5th floor, Mafatlal Centre, Nariman Point, Mumbai - 400 021.

WITNESSETH

WHEREAS the Client has furnished to the Depository Participant the duly filled in application form requesting therein to open an account with the Depository Participant.

NOW THEREFORE in consideration of the Depository Participant having agreed to open an account for the Client, both the parties to the Agreement hereby covenant and agree as follows:-

1. The Client shall pay such charges to the Depository Participant for the purpose of opening and maintaining his account for carrying out the instructions of the Client and for rendering such other services as may be agreed to, from time to time, between the Depository Participant and the Client as set out in the demat tariff sheet. The Depository Participant shall reserve the right to revise the charges by giving not less than thirty days notice in writing to the Client.
2. The Client shall have the right to get the securities which have been admitted on the Depository dematerialized in the form and manner laid down under the Bye-laws and Business Rules. The Depository Participant further undertakes that it shall not create or permit to subsist any mortgage charge or other encumbrance over all or any of such securities submitted for dematerialization except on the instructions of the Client.
3. The Depository Participant hereby undertakes that it shall maintain a separate account of its own securities held in dematerialized form with the Depository and shall not commingle the same with the securities held in dematerialized form on behalf of the Client.
4. The Depository Participant undertakes that a transfer to and from the accounts of the Client shall be made only on the basis of the Power of Attorney or on an order, instruction (whether electronically or otherwise), issue of a direction or mandate duly authorized by the Client and that the Depository Participant shall maintain adequate audit trail of such authorization.
5. The Depository Participant agrees that the Client may give standing instructions with regard to the crediting of securities in his account and the Depository Participant shall act according to such instructions.
6. The Depository Participant undertakes to provide a transaction statement including statement of accounts in electronic form, to the Client at monthly intervals unless the Depository Participant and the Client have agreed for provision of such statements at shorter intervals. However, if there is no transaction in the account, then the Depository Participant shall provide such statement in electronic form to the Client atleast once a quarter.
7. The Depository Participant shall have the right to terminate this agreement for any reason(s) whatsoever, provided the Depository Participant has given a notice in writing of not less than thirty days to the Client as well as to the Depository. Similarly, the Client shall have the right to terminate this agreement and close his account held with the Depository Participant provided no charges are payable by him to the Depository Participant. In such an event, the Client shall specify whether the balances in its account should be transferred to another account of the Client held with another Depository Participant or to rematerialize the security balances held. Based on the instructions of the Client (in electronic form or otherwise), the Depository Participant shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of thirty days, as per the procedure laid down in the Bye-laws and Business Rules. Provided further termination of this agreement shall not affect the rights, liabilities and obligations of either party and shall continue to bind the parties to their satisfactory completion.
8. On the failure of the Client to pay the charges as laid out in clause (1) of this agreement within a period of thirty days from the date of demand, Depository Participant shall terminate this agreement and close the account of the Client by requiring it to specify whether the balances in its accounts be transferred to the account of the Client held with another Participant or be rematerialized in the manner specified in the Bye-laws and Business Rules.
9. The Client further agrees that in the event of the Client committing a default in the payment of any of the amounts provided in clause (1) within a period of thirty days from the date of demand, without prejudice to the right of the Depository Participant to close the account of the Client, the Depository Participant may charge interest @ not more than 24% p.a. or such other rate as may be specified by the Executive Committee from time to time for the period of such default. In case the Client

Signature of client:  (24/82)

SPACE FOR FRANKING

has failed to make the payment of any of the amounts as provided in clause (1) of this agreement. The Depository Participant shall have the right to discontinue the Depository services till such time he makes the payment along with interest, if any after giving two days notice to the Client.

10. The Depository Participant shall have a right to provide such information related to the Client's account as may be requested by the National Securities Depository Limited from time to time.
11. The Client shall have the right to create a pledge of the securities held in the dematerialisation form with the Depository Participant only in accordance with the procedure and subject to the restrictions laid down under the Bye-laws and Business Rules.
12. The Depository shall not be liable to the Client in any manner towards losses, liabilities and expenses arising from the claims of third parties and from taxes and other governmental charges in respect of securities credited to the Client's account.
13. The Client may exercise the right to freeze his account maintained with the Depository Participant so as to lock the securities held with the Depository Participant in accordance with the Depository Participant in accordance with the procedures prescribed in the Bye-laws and Business Rules.
14. The Client may exercise the right to defreeze his account

maintained with the Depository Participant in accordance with the procedure and subject to the restrictions laid down under the Bye-laws and Business Rules.

15. The Client shall notify the Depository Participant, within seven days, of any change in the details set out in the application form submitted to the Depository Participant at the time of opening the account or furnished to the Depository Participant from time to time.
16. The Depository Participant undertakes to resolve all legitimate grievances of the Client against the Depository Participant within a period of thirty days.
17. The Depository Participant and the Client shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the National Securities Depository Limited and that such procedure shall be applicable to any disputes between the Depository Participant and the Client.
18. The Depository Participant and the Client further agree that all claims differences and disputes, arising out of or in relation to dealings on the Depository including any transactions made subject to the Bye-laws or Business Rules of the Depository or with reference to anything incidental thereto or in pursuance thereof or relating to their validity construction interpretation, fulfillment or the rights, obligations and liabilities of the Parties thereto and including any question of whether such dealings, transactions have been entered into or not shall be subject to the exclusive jurisdiction of the Courts in Mumbai only.

IN WITNESS WHEREOF the Client and the Depository Participant has caused these presents to be executed as of the day and year first above written.

Signed and delivered by (Schedule above referred to).

<p>For & on behalf of Depository Participant:</p> <p>Name: _____</p> <p>Address: IDBI Capital Market Services Limited 5th Floor, Mafatlal Centre, Nariman Point, Mumbai - 400 021</p> <p>Signature: _____</p> <p>Date _____</p> <p>First Holder:</p> <p>Signature: (25/82)</p> <p>Address: _____</p> <p>Place & Date:</p> <p>Second Holder:</p> <p>Signature: </p> <p>Address: _____</p> <p>Place & Date:</p> <p>Third Holder:</p> <p>Signature: </p> <p>Address: _____</p> <p>Place & Date:</p>	<p>Witness for Depository Participant</p> <p>Name: _____</p> <p>Address: IDBI Capital Market Services Limited 5th Floor, Mafatlal Centre, Nariman Point, Mumbai - 400 021</p> <p>Signature: _____</p> <p>Witness for Client</p> <p>Name: _____</p> <p>Address: _____</p> <p>_____</p> <p>Signature: _____</p>
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POLICIES APPLICABLE TO CLIENTS OF IDBI CAPITAL MARKET SERVICES LIMITED (IDBI CAPITAL)

1. REFUSAL OF ORDERS FOR PENNY STOCKS

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

The Exchanges from time to time provide a list of such securities categorized as "Illiquid Securities". IDBI Capital may at its discretion or based on directives of the Exchanges also restrict trading in such illiquid securities from time to time.

Clients shall not trade in securities placed in the Z group (as notified from time to time by the Exchanges/Regulators). Further Intraday trading in securities in the T, TS, BE or such other group as notified by Exchanges/IDBI Capital from time to time shall be prohibited.

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

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

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

2. SETTING UP OF CLIENT'S EXPOSURE LIMITS

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

Client shall abide by the exposure limits, if any, set by IDBI Capital or by the Exchange or Clearing Corporation or SEBI from time to time.

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

Exposure may (at the discretion of IDBI Capital and to the extent decided by IDBI Capital from time to time) be inter alia provided on the following:

- Cash balance in the ledger to the credit of the Client (after deduction of all withdrawals by the Client)
- Any Online funds transfer or hold amount through bank gateway
- Beneficiary holdings and collateral holdings (after deduction of applicable hair cuts)
- DP free stock and beneficiary stock (after deduction of applicable hair cuts)
- Credit received against sale of securities
- Margin amount of open positions (in case of derivatives)

In case of sale of Securities, such sale may at the discretion of IDBI Capital be provided only to the extent of the availability of securities to the account of the client (DP free Stock, DP lien/hold marked securities, beneficiary and collateral stock).

Further as may be decided by IDBI Capital from time to time, the credit received against sale may be used for further purchases to such extent as may be decided by IDBI Capital from time to time.

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

Exposure limits shall be only against approved securities as decided by the Exchanges/IDBI Capital from time to time and subject to such haircut and valuations as may be decided by IDBI Capital from time to time. IDBI Capital may from time to time change the applicable hair cut or apply a haircut higher than that specified by the Regulators/Exchanges.

In case of derivatives, Clients shall be allowed to trade only upto the applicable clientwise position limits set by the Exchanges/Regulators from time to time

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

The Client agrees that IDBI Capital would have the discretion to square off the position of the Client, with no obligation of communicating the same to the Client, in the 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.

Signature of client:  (26/82)

- b. In case of Margin Trades, where Mark to Market Loss on the open position has reached the stipulated % of the margins placed with IDBI Capital and the Client(s) have not taken any steps either to replenish the margin or reduce the Mark to Market Loss.
- c. In all other cases where the margin or security placed by the Client(s) falls short of the requirement or the limits given to the Client(s) have been breached
- d. where the Client(s) have defaulted on their existing obligation/ failed to make payments/deliver securities to IDBI Capital within the stipulated time

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

Any reference in these terms to sale or transfer of securities by IDBI CAPITAL shall be deemed to include sale of securities which form part of the Margin maintained by the CLIENT with IDBI CAPITAL.

In exercise of IDBI CAPITAL's right to sell securities, the CLIENT agrees that the choice of specific securities to be sold shall be solely at IDBI CAPITAL's discretion.

The resultant or associated losses that may occur due to such squaring -off/closing out of position or sale of securities shall be borne by the CLIENT, and IDBI CAPITAL shall be fully indemnified and held harmless by the CLIENT in this behalf. Such liquidation or close out of positions shall apply to any segment/exchange in which the CLIENT does business with IDBI CAPITAL.

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

4. SHORTAGES IN OBLIGATIONS ARISING OUT OF NETTING

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

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

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

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

- technical failure
- dealing in securities breaching the limits specified by the Exchanges/regulators from time to time
- securities submitted in physical form for settlement
- regulatory restrictions/directives
- other conditions as specified by IDBI Capital from time to time in view of market conditions, regulatory requirements, internal policies etc.

IDBI Capital shall also have a right to close existing positions of the clients in the abovementioned circumstances.

IDBI Capital shall not be responsible for any loss incurred and the client shall indemnify IDBI Capital in this regard.

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

IDBI Capital may at any time, temporarily suspend the account of the client based on a request on writing obtained from the client. Trades in the account of the client during the period of such temporary suspension shall not be permitted.

The account shall be reactivated only on submission of a written request for reactivation by the client.

IDBI Capital may at any time, at its sole discretion and without prior notice to the CLIENT, prohibit or restrict or block the CLIENT's access to the use of the web site or related services and the CLIENT's ability to trade due to regulatory requirements, prevention of money laundering, market conditions and other internal policies.

7. DEREGISTRATION OF A CLIENT

Deregistration of the client/Termination shall be after giving such notice as provided for in the Member Client agreement entered into between the client and IDBI Capital. Such deregistration/termination shall not effect the rights and liabilities of the parties in respect of the transactions executed before the date of such deregistration/termination.

In addition IDBI Capital may interalia terminate trading facilities due to regulatory requirements, prevention of money laundering.

Signature of the Client :  (27/82)

Date:

Demat Tarrif Sheet of IDBI Capital Market Services Ltd., Depository Participant

Nature of Service	DP Charges
Client registration charges for Demat A/c	NIL
Annual Maintenance Charge (AMC) for Demat A/c	Free for the first Year. AMC Rs. 350 from year two onwards.
Transaction charges for DP - Buy (only for off-market transactions)	NIL
Transaction charges for DP - Sell (Online)	Rs. 6 per transaction done through IDBIpaisabuilder.in
Market and Off Market Sell	Rs. 100 per instruction/scrip for the Delivery Instruction Slip submitted at IDBI Capital branches.
Demat Rejection/Instruction fails	Rs. 30 per instruction
Dematerialisation/Certificate	Rs. 3
Amount charged per request (dematerialisation)	Rs. 30
Rematerialisation	Rs. 20
Pledge Creation/Invocation	Rs. 100
Transaction Statement other than mandatory statement/Extra	Rs. 20 per request
Invocation/Closure of Pledge	Rs. 25

Service Tax and other taxes, levies, charges Extra as applicable

- Clients will have to submit the cheque for the depository charges at the time of submission of DIS slip and/or demat request at IDBI Capital branches.
- There will be a charge of Rs. 100/- for dishonor of any cheque. The depository services are liable to discontinuation if IDBI Capital is unable to recover charges from the customer for any reason whatsoever. In such cases there will be a charge of Rs. 250/- for resumption of services and the services will be resumed after a minimum of three working days from the date of receipt of request at Central Processing Office, Mumbai.
- If the Demat Account is closed during the year, no pro-rata refund of Annual Service Charge will be made
- For additional copy of contract notes or statement, Rs. 5/- per page and courier charges of Rs. 100/- will be charged to the client.
- Any service that is not indicated above will be charged separately as per the rates applicable from time to time though not notified earlier.

Client Name


Signature


1st Holder _____


2nd Holder _____

3rd Holder _____

Place _____

 (28/82) _____

 _____

 _____

Date _____

BROKERAGE SHEET FOR CLIENTS INTRODUCED BY BUSINESS ASSOCIATES

Account Opening Charges - _____

Cash Segment		
Transaction Type	Normal %	Minimum Paisa# (per share per leg)
Delivery transactions		
Intra-day transactions		
Futures & Options		
Future Trades		
Intra-day		
Roll-over		
Options Trades		
Intra-day		
Roll-over		

Note:

Service Tax, STT, Stamp duty and other Statutory / Exchange charges, as applicable, will be charged extra in addition to the brokerage rate mentioned in the aforesaid table

#Minimum Brokerage will be applicable subject to a minimum of Rs. 20 per contract Note (All the brokerage shall be subject to the maximum brokerage limits as specified by the regulators from time to time)

I/We have understood the rates/terms and conditions, as explained and stated in this tariff sheet and agree to abide by the same.

Client Name: _____ Signature:  (29/82) _____

Introducer Name & Code: _____

Date : _____

Place: _____

SUPPLEMENTAL INTERNET BASED TRADING ANNEXURE-A

(The Following Terms and Conditions as specified by the National Stock Exchange of India Ltd. shall be applicable to the Clients availing of Internet Based Trading from IDBI Capital. These Clauses shall form part and parcel of the Member Client Agreement)

Whereas IDBI Capital is registered as TRADING MEMBER of National Stock Exchange of India Ltd. with SEBI Registration No. : Cash INB230706631 F&O INF230706631),

Whereas the CLIENT is desirous of investing/trading in those securities admitted for dealing on the Exchange as defined in the Bye-Laws of the Exchange.

Whereas the CLIENT has satisfied itself of the capability of IDBI Capital to deal in securities and wishes to execute his orders through him and the CLIENT shall continue to satisfy itself of such capability of IDBI Capital before executing orders through him.

Whereas IDBI Capital has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the CLIENT and investment objectives relevant to the services to be provided.

Whereas IDBI Capital has taken steps and shall take steps to make the CLIENT aware of the precise nature of IDBI Capital's liability for business to be conducted, including any limitations on that liability and the capacity in which it acts.

In consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms and conditions :

1. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations and guidelines issued by SEBI and Stock Exchange rules, regulations and Bye-laws that may be in force from time to time.
2. In the event of death or insolvency of the client or his otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, MEMBER may close out the transaction of the client and the client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.
3. The agreement entered into between IDBI Capital and the CLIENT shall stand terminated by mutual consent of the parties by giving at least one month written notice. Such cancellation or termination shall not have any effect on transaction executed before the date of such notice of termination and the parties shall enjoy the same rights and shall have same obligations in respect of such transactions.
4. The instructions issued by an authorized representative of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the client.
5. The CLIENT is aware that authentication technologies and strict security measures are required for the internet trading through order routed system and undertakes to ensure that the password of the CLIENT and/or his authorised representative are not revealed to any third party.
6. The CLIENT agrees that IDBI Capital shall not be liable or responsible for non-execution of the orders of the CLIENT due to any link/system failure at the CLIENT/MEMBERS/EXCHANGE end.
7. The Stock Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, MEMBER shall be entitled to cancel relative contract(s) with CLIENT.
8. IDBI Capital shall also send the Order/Trade confirmation slip through E-mail to the CLIENT at his request, within time period as specified by the Client from the time of execution of order/trade on the NEAT system, as the case may be. The CLINET agrees that the information sent by MEMBER by E-mail is deemed to be a valid delivery of such information by IDBI Capital.
9. The CLIENT is aware that IDBI Capital has provided on the web site a facility for reconfirmation of orders, which are larger than that specified by IDBI Capital's risk management, by IDBI Capital and is also aware that IDBI Capital has the discretion to reject the execution of such orders based on his risk perception.
10. IDBI Capital and the Client are aware of the provisions of Bye-Laws, Rules and regulations of the Exchange relating to resolution of disputes/differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions.
11. All trades, transactions and contracts are subject to the Bye-Laws, Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.

IN WITNESS THEREOF, the parties to the agreement have executed these presents and the date of execution shall be deemed to be the latter of the dates on which this agreement has been executed and at the place at which it has been executed.

Signature of the Client :  (30/82)

Date:

Place

Signature of IDBI Capital Market Services Ltd:

Date:

Place

SUPPLEMENTAL INTERNET BASED TRADING ANNEXURE-B

(The Following Terms and Conditions as specified by the Bombay Stock Exchange Ltd. shall be applicable to the Clients availing of Internet Based Trading from IDBI Capital. These Clauses shall form part and parcel of the Member Client Agreement)

WHEREAS:

- (i) IDBI Capital is a Trading Member of Bombay Stock Exchange Ltd, ("the Exchange") and is also registered with the Securities & Exchange Board of India ("SEBI") as a stock broker with SEBI Registration No.INB010706639 in the Capital Market/ Cash Segment and SEBI registration number INF010706639 in the Futures and Options Segment.
- (ii) The Client is a client/constituent of the Trading Member, and the Trading Member and the Client have entered into a Trading Member-Client Agreement is made and executed at place and date as mentioned in the schedule to this agreement in accordance with the model agreement prescribed by SEBI ("the Main Trading Member-Client Agreement");
- (iii) The Trading Member offers and/or proposes to offer the ITORS Service to its clients; and the Client desires to avail of IDBI Capital's ITORS Service for purchasing, selling or otherwise dealing in securities;
- (iv) IDBI Capital and the Client desire to enter into this Supplemental Agreement to the Main Trading Member-Client Agreement in order to record the agreement between them relating to IDBI Capital's ITORS Service to be availed of by the Client.

IT IS HEREBY AGREED BETWEEN IDBI CAPITAL AND CLIENT as follows:**1. Definitions:**

- 1.1 In this Agreement (including the Recitals above), unless the context otherwise requires the following words shall have the following meanings:-
 - (i) "**the Exchange**" means the Bombay Stock Exchange Ltd and includes a segment of the Exchange.
 - (ii) "**Exchange Provisions**" means the Rules, Bye-laws, Regulations, Business Requirement, Specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the Minimum Requirements Handbook for ITORS prescribed by the Exchange, as amended from time to time.
 - (iii) "**ITORS**" means Internet based Trading Through Order Routing System, being a system approved by the Exchange for enabling clients to route their orders to their Trading Member/s over the internet.
 - (iv) "**ITORS Account Application**" means the application submitted by the Client to IDBI Capital to permit the Client to avail of IDBI Capital's ITORS Service.

- (v) "**ITORS Service**" or "**Service**" means the service offered by IDBI Capital to its clients through ITORS whereunder the clients can route their orders for purchase, sale and other dealings in securities through IDBI Capital's ITORS System.
- (vi) "**Trading Member's ITORS System**" or "**Trading Member's ITORS WebSite**" means the web site hosted by the Trading Member on the internet through which IDBI Capital offers the ITORS Service and includes the hardware and software used for hosting and supporting the WebSite.
- (vii) "**Password**" means an alphanumeric code used by the Client to validate his/her username and access the Service.
- (viii) "**SEBI**" means the Securities & Exchange Board of India.
- (ix) "**Username**" means an alphanumeric login identification used by the Client for accessing the Service.

1.2 In this Agreement, headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Agreement.

1.3 In this Agreement, unless the context otherwise requires, reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to all other genders.

1.4 In this Agreement, unless the context otherwise requires, references to Recitals and Clauses shall be deemed to be a reference to the recitals and clauses of this Agreement.

1.5 References to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.

2. AGREEMENT TO PROVIDE AND AVAIL OF THE ITORS SERVICE:

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

3. USER NAME AND PASSWORD:

3.1 The Client will be entitled to a username and password, which will enable him to access IDBI Capital's ITORS System for availing of the Service.

Signature of the Client:  (31/82)

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

some other person or for any other reason then the Client shall immediately request IDBI Capital in writing to discontinue his old Password; and thereupon the Trading Member shall cause the Trading Member's ITORS System to discontinue the use of the Client's old Password and IDBI Capital's ITORS System shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall IDBI Capital be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.

4. TRANSACTIONS AND SETTLEMENTS:

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

Signature of the Client:  (32/82)

Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.

4.6 In case of a market order, the Client agrees that he will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into IDBI Capital's ITORS System.

5. MARGIN:

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

6. CANCELLATION REQUESTS

6.1 When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellation is received and the order is successfully cancelled before it is executed.

6.2 The Client shall not be entitled to presume an order as having been executed or canceled until a confirmation from IDBI Capital is received by the Client.

6.3 The Exchange may annul a trade suo-moto without giving a reason therefor. In the event of such annulment, IDBI Capital shall be entitled to cancel the relative contract(s) with the Client.

7. BROKERAGE, COMMISSIONS AND FEES

7.1 The Client agrees to pay IDBI Capital brokerage, commission, fees, service tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transactions, and the services that he receives from IDBI Capital.

7.2 A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by IDBI Capital to the Client from time to time upon request by the Client.

8. CONFIRMATIONS

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

9. INVESTMENT ADVICE

9.1 The Client acknowledges that IDBI Capital shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment.

9.2 The Client also acknowledges that IDBI Capital's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from IDBI Capital or any of its employees.

9.3 The Client agrees that in the event of the Trading Member or any employee or official of IDBI Capital providing any information, recommendation or advice to the Client, the Client may act upon the same at the sole risk and cost of the Client, and IDBI Capital shall not be liable or responsible for the same.

9.4 The Client assumes full responsibility with respect to his investment decisions and transactions.

9.5 The Trading Member, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the Client.

10. SUPPLEMENTAL TO MAIN TRADING MEMBER - CLIENT AGREEMENT:

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

11. REPRESENTATIONS AND WARRANTIES OF CLIENT

The Client represents and warrants to IDBI Capital that:

11.1 All the information provided and statements made in the Client's ITORS Account Application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that IDBI Capital has agreed to provide IDBI Capital's ITORS Service to the Client on the basis, inter alia, of the statements made in the Client's ITORS Account Application.

11.2 The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and IDBI Capital's ITORS Service may at any time be unavailable without further notice. IDBI Capital and the Exchange do not make any representation or warranty that IDBI Capital's ITORS Service will be available to the Client

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at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or IDBI Capital on account of any suspension, interruption, non-availability or malfunctioning of IDBI Capital's ITORS System or Service or the Exchange's service or systems for any reason whatsoever.

11.3 The Client has the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing his obligations and undertakings hereunder.

11.4 All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to this Agreement with all applicable laws, shall be completed by the Client prior to such transaction being entered into.

11.5 The Client shall abide by the Exchange Provisions and the terms of IDBI Capital's ITORS WebSite in force from time to time.

11.6 Any instructions given by an authorised representative of the Client to IDBI Capital (or to IDBI Capital's representative) shall be binding on the Client.

12. REPRESENTATIONS AND WARRANTIES OF IDBI CAPITAL:

IDBI Capital represents and warrants to the Client that :- IDBI Capital's ITORS System has been approved by the Exchange. Where the ITORS system has not been approved by the Exchange, IDBI Capital has applied/proposes to apply to the Exchange to approve the said ITORS System and IDBI Capital will commence IDBI Capital's ITORS Service only after the Exchange has approved IDBI Capital's ITORS System.

13. MARKET DATA

13.1 The Client understands that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through IDBI Capital or otherwise. The Client understands that the Exchange does not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. Neither IDBI Capital nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.

13.2 The Client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost.

14. NOTICES

14.1 Any notice or other communication to be given by any party to the other in connection with this Agreement shall be in writing and shall be

deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by e-mail to the addressee at the address or (as the case may be), the e-mail or facsimile number (if any), if to the client, as given in the KYC document and if to IDBI Capital at the registered office address or at such other address, facsimile number or e-mail address as the party to be served may have notified the other in accordance with the provisions of this Clause.

Notwithstanding anything stated above, communication relating to orders, margins, maintenance calls and other similar matters in the ordinary course of dealings between IDBI Capital and the Client may be communicated orally.

15. EXTRAORDINARY EVENTS

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

16. AMENDMENT TO AGREEMENT

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

17. TERMINATION OF AGREEMENT:

17.1 The Client agrees that the Member may at any time terminate this Agreement. The Client is aware and accepts that in view of the nature of the transactions and dealings involved in providing the Service it may not be possible for the Member to give advance notice of such termination or suspension to the Client.

17.2 The Client may at any time terminate this Agreement by not less than seven days notice to the Member, provided that unless the Member otherwise permits, the Client shall not be entitled to terminate this Agreement so long as any amount is payable or securities are deliverable by the Client to the Member.

17.3 The termination of this Agreement shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination.

17.4 The provisions of Clauses 14, 20 and 21 of this Agreement shall survive the termination of this Agreement.

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18. SEVERABILITY

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

19. WAIVER

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

20. LAW AND JURISDICTION

20.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause 21, the courts at Mumbai, India shall have jurisdiction over this Agreement and the arbitration proceedings in relation to the Agreement.

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Date:

Place

20.2 This Agreement and all contracts and transactions between the Member and the Client pursuant hereto shall be subject to the Exchange Provisions, the Rules, Bye-Laws, Regulations and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made thereunder and as amended from time to time.

21. DISPUTE RESOLUTION

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

IN WITNESS THEREOF, the parties to the agreement have executed these presents and the date of execution shall be deemed to be the latter of the dates on which this agreement has been executed and at the place at which it has been executed.

Signature of IDBI Capital Market Services Ltd:

Date:

Place

Additional Terms and Conditions Specific to IDBI Capital Market Services Limited

1. Trade over Phone.

- a) The CLIENT is aware that IDBI Capital Market Services Limited (IDBI Capital) offers to its CLIENTS TRADE OVER PHONE SERVICES for placing orders for buying / selling/ dealing in the securities to trading executives over predesignated telephone numbers. The CLIENT can place securities dealing orders through telephone by confirming his User ID and Telephone personal identification number (T-Pin number) or other identification details. The CLIENT shall ensure proper safeguard of the user ID allotted to him and keep his personal details confidential. The CLIENT shall within 24 hours of receipt of contract notes notify IDBI Capital in writing, delivered via e-mail and by Registered AD., Post, if the CLIENT becomes aware of any loss, theft or unauthorized use of the CLIENT account user ID or any failure by the CLIENT to receive an accurate written confirmation of the execution of an order including the contract note for the same; or any receipt by the CLIENT of confirmation of an order and / or execution which the CLIENT did not place, or any inaccurate information or any discrepancy in the CLIENT's account balances, securities positions, or transactions history. In case where the CLIENT notifies such loss, theft or unauthorised use of the CLIENT's user ID to IDBI Capital, IDBI Capital shall suspend the use of the Account of the CLIENT. However, the CLIENT shall be responsible and liable for all transactions that have been carried out and recorded by the use of the CLIENT user ID and personal details. When any of the above circumstances occur, neither IDBI Capital nor any of its officers, directors, employees, agents, affiliates or subsidiaries will have any responsibility or liability to the CLIENT or to any other person whose claim may arise with respect to any of the circumstances described above. The client shall be solely liable for unauthorised use of his/her User ID/ T-PIN number and all consequences, losses, harm, injuries caused all times.
- b) In case of Trade over Phone services, the CLIENT shall ensure the availability of funds and securities in his/ her / its accounts which is/ will be required for meeting his/her/its pay-in obligations, at the time of placing order through phone trading executive. IDBI Capital shall not be responsible for any claim, loss, damage or compensation arising out of non-availability / shortage of funds / securities in the CLIENT's accounts for meeting the pay-in obligations and/or for non-execution of order for any reason.

2. Authorized Person:

The instructions issued by an authorized representative, if any, of the CLIENT shall be binding on the CLIENT in accordance with the communication authorizing the said

representative to deal on behalf of the said CLIENT. In the event of authorized representative being replaced or any authority revoked, it shall be the responsibility of the CLIENT to inform IDBI Capital of the change, in writing, failing which the CLIENT shall be responsible for the trade obligations arising out of the actions of both the old representative as well as the new representative. If any transaction(s) under this arrangement with IDBI Capital or under any other agreement or otherwise with IDBI Capital, has/have been placed/executed on behalf of the CLIENT by any other person, not mentioned above and the same has / have been accepted by CLIENT from time to time on the basis of the contract note(s) / bills / any other correspondence dispatched / communicated to the CLIENT by IDBI Capital and / or by part or full settlement of the said transaction(s) by the CLIENT, then such transaction(s) shall be deemed to be executed by the person authorised by the CLIENT and the CLIENT hereby agrees to ratify and accept all such or other actions of such persons and undertakes to meet all obligations arising from these transaction(s).

3. CONDITIONS GOVERNING AVAILMENT OF OTHER SERVICES PROVIDED BY IDBI CAPITAL TRADING IN SECURITIES OTHER THAN ON THE FLOOR OF THE STOCK EXCHANGE:

- a) The Client shall authorize IDBI Capital by executing a Power of Attorney in favour of IDBI Capital to execute instructions of the Client or its authorized representative with regard to the transactions. All instructions given by the Client / its authorized representative shall be binding on the Client. IDBI Capital may furnish a certified copy of the Power of Attorney and other documents on behalf of the Client to the Company / Registrar / Mutual Fund or any third party.
- b) The Client agrees that the instructions with regard to the transactions may be in the Client's sole name or in the name of the Client jointly with other persons.
- c) The CLIENT undertakes to read and understand all the relevant offer documents and addenda thereto and terms and conditions of all schemes of all mutual funds, other securities including Initial Public Offerings, Rights Issue, Buy Back Offers, etc. offered through IDBI Capital website before entering into any transactions through IDBI Capital and agrees to abide by the terms, conditions and rules and regulations as applicable from time to time. IDBI Capital will not be held responsible for any of the information contained/ omitted from any related documents.
- d) IDBI Capital or the concerned Mutual Fund / Issuer or their respective registrars shall entertain ONLINE transactions requests and / or requests made through telephone in the manner provided under these Terms and Conditions.

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- e) IDBI Capital may refuse to act on any instructions unless they are given in the manner and form acceptable to IDBI Capital. However, IDBI Capital shall have no responsibility to determine the authenticity of any instructions given or purported to be given by the Client. The Client shall not hold IDBI Capital liable on account of IDBI Capital acting in good faith on instructions given by the Client or its authorized representative.
- f) IDBI Capital may at its discretion not carry out the Client's instruction when IDBI Capital has reasons to believe (which discretion of IDBI Capital the Client shall not question or dispute) that the instructions are not genuine or are otherwise improper / unclear / raise a doubt. IDBI Capital shall not be liable if any instructions are not carried /partly carried out for any reason, whatsoever.
- g) In case of Mutual Funds, the Client agrees and acknowledges that IDBI Capital shall provide the facilities as provided in these Terms and Conditions only in respect of the select Mutual Funds, with whom IDBI Capital has entered into a separate arrangement / agreement.
- h) The Client shall ensure that the transactions through IDBI Capital are executed in accordance with the applicable laws, byelaws, rules and regulations governing the specific investment product. IDBI Capital may, from time to time, impose and vary limits on the orders which the Client may place, including but not limited to exposure limits, turnover limits and limits as to numbers. The Client agrees that IDBI Capital shall not be responsible for any variation or reduction that may be deemed necessary by IDBI Capital based on its risk perception and other relevant factors.
- i) The Client agrees and understands that the folio number of the Client in respect of the Mutual Fund schemes shall be received by IDBI Capital from the Asset Management Company.
- j) The Client agrees that the client shall not, without prior intimation & acknowledgement of IDBI Capital, deal/liase with the issuer company/mutual fund/ asset management company or its respective registrar in respect of the services availed under this arrangement.
- k) For change of address and personal details of the CLIENT, the CLIENT shall send a letter or fax to IDBI Capital signed by all the co-holders.
- l) The CLIENT is requested to check up the personal and bank related details provided by him. Neither IDBI Capital nor any of the Mutual Funds /Issuers chosen shall accept any liability which may arise as a consequence of the erroneous information provided by the CLIENT.
- m) Further, any change in the details of the Client including but not limited to the Demat account, Bank Account, Address, shall be first intimated to IDBI Capital who may in turn liaise with the Issuer Company / Mutual Fund/ Asset Management Company or its respective Registrars to update such changes. The Issuer Company / Mutual Fund/ Asset Management Company or its respective Registrars may reject such requests and in such an event IDBI Capital shall not be liable for any such rejection.
- n) The Client further agrees that the Client shall not close/ change the details of the Demat account / Bank account without prior notification to IDBI Capital and the Client agrees that IDBI Capital may instruct the Depository Participant / Bank of the Client to reject any such request received from the Client.
- o) The Client acknowledges that the purchase / application instructions shall be processed by IDBI Capital only after sufficient funds to cover the purchase / application price and other costs and charges are received by the stockbroker.
- p) If after execution of any transaction it is for any reason found that IDBI Capital has not been provided with sufficient funds by the Client, the Client shall pay the deficient amount to IDBI Capital forthwith on demand, failing which IDBI Capital may (but shall not be bound to) square up the transaction at any time at the Client's sole risk and cost. Any loss arising on such squaring up will be borne solely by the Client and the Client shall pay to IDBI Capital the additional amount that may be payable by the Client, IDBI Capital's demand being conclusive.
- q) The Client declares and confirms that the amount being invested by the Client either directly or through its Power of Attorney holders, in any schemes of all mutual funds or other securities including but not limited to Initial Public Offerings / Public Offers, Rights issue and Buy Back offers is obtained through legitimate sources and is not held or designed for the purpose of contravention of the provisions of any Act, Rules and Regulations or any statute or legislation or any other applicable Laws or any Notifications, directions issued by any Governmental or Statutory Authority from time to time.
- r) In case the Client is a Non-resident Indian, the Client confirms that the funds are remitted from abroad through approved banking channels or from the NRE / NRO/FCNR account.
- s) In case of Mutual Fund, the units of schemes shall be allotted, redeemed or switched, as the case may be, at the Net Asset Value prevalent on the date of the application, if the application for purchase, redemption or switch is received by the Fund before the cut -off time as specified on the web site and consistent with terms of the Scheme. IDBI Capital shall take all necessary action to ensure that the NAV allotted is the NAV applicable on the date of the transaction. However IDBI Capital shall not be liable

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for any loss that may arise to the CLIENT as a result of the correct NAV not being allotted to the CLIENT's transactions on the web site. Any request falling due on holiday would be processed on the next business day and respective NAV would be applicable as per the Mutual Funds offer documents.

- t) In case of other securities, the order for purchase, sell, offer under Buy Back etc. shall be accepted by IDBI Capital only if the same is received by the cut off time/date as indicated on the website and consistent with the terms of the offer.
- u) The CLIENT can access and view his/her /its transactions on the web site and take printouts of relevant documents. The physical copy of the transactions statement or the account statement shall be sent only on request to the CLIENT.
- v) The Client agrees and acknowledges that after the first purchase transaction in any Mutual Fund, the Client may not be permitted to transact till the folio number is allotted.
- w) IDBI Capital does not accept any liability for delay in processing time at the Mutual Fund's / Issuer or Registrars' end.
- x) It is explicitly stated herein that the services offered in respect of Mutual Fund schemes/ Offer Documents / other schemes by IDBI Capital, should not be considered to have been recommended by IDBI Capital.
- y) The Client further agrees that IDBI Capital shall not be held responsible for non-allotment of securities either fully or partly to the Client, for any reason whatsoever. IDBI Capital shall not be held responsible in case due to some reason the bid/application/ revision instructions sent by the Client is not received by it, or if the bid / application / revision could not be uploaded to the Stock Exchange, or could not be sent to the Bankers/ Registrar to the issue.
- z) IDBI Capital shall not be held responsible for non - receipt / delay in / incorrect receipt of fund, if any, from the Registrar/ Company. IDBI Capital shall not be held responsible for incorrect Tax Deduction at Source (TDS) by the Registrar / company, if applicable, or for non-receipt or delay in / incorrect receipt of TDS Certificate, if any from the Registrar /Company/Mutual Fund.
- aa) IDBI Capital shall not be liable for any loss or damage caused by reason of failure or delay of the mutual fund to deliver any units purchased even though payment has been made for the same or failure or delay in making payment in respect of any sold though they may have been delivered.
- bb) For all services provided by IDBI Capital for trading in securities other than on the floor of the Stock Exchange, IDBI Capital shall act on best effort basis to process applications made by the Client. IDBI capital shall not be liable for any loss direct or indirect caused due to delay in processing of application or any other reason whatsoever.

- cc) The Client understands that the corporate actions including but not limited to Dividends, declared by the Issuer Company / Mutual Fund shall be directly paid by the Issuer Company/ Mutual Fund to the Client.
- dd) IDBI Capital shall also not be liable to the Client for any delay, failure or refusal of the Mutual Fund/ any Issuer Company/ Corporation or other body in registering or transferring units to the names of the Clients of for any interest, dividend or other loss caused to the Client arising therefrom.
- ee) The Client agrees to provide IDBI Capital with any confirmation / declaration or any other document that the concerned Issuer /Asset Management Company or any other entity may from time to time require IDBI Capital to collect from the Client in respect of the services offered under this arrangement.
- ff) IDBI Capital shall not be responsible for any changes in the data of any scheme as carried out in the Offer document or any other documents / material issued by Asset Management company/ Issuer Company/ Mutual Fund.
- gg) Neither IDBI Capital, nor any of the Mutual Funds / nor the Issuer shall be liable for any failure to perform its obligations, to the extent that such performance has been delayed, hindered or prevented by systems failures, network errors delay or loss of data due to above and in circumstances of acts of God, floods, epidemics, quarantine, riot or civil commotion and war.
- hh) IDBI Capital shall provide its services on a best efforts basis. However IDBI Capital shall not be liable for any system/equipment failure or for any loss, damage or other costs arising in any way out of/for:
 - i System failure including failure of ancillary or associated systems, or fluctuation of power, or other acts of God/force majeure;
 - ii Accident, transportation, neglect, misuse, errors, frauds of the CLIENT's or/his agents or any third party, or
 - iii Any fault in any attachments or associated equipments of the CLIENT;
 - iv Any incidental, special or consequential damages including loss of profit.

4. EXPOSURE LIMITS

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

5. POWER OF ATTORNEY

a) Bank Account

If the CLIENT executes or has executed a power of attorney in relation to the operations of its Bank

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account, IDBI CAPITAL is hereby authorised to directly operate the Bank account of the CLIENT to the extent necessary to credit and debit the proceeds/dues from the various transactions that are carried out by IDBI CAPITAL on behalf of the CLIENT, and also to debit

a) Margins due or shortfall in Margins from the CLIENT, and

b) Any other charges or dues from the CLIENT. The CLIENT also agrees and authorises the designated Bank to block the required amount in the designated Bank account against the desired limits and settlement obligations solely on the instructions from IDBI CAPITAL in this regard. Once the amounts in the account are blocked, IDBI CAPITAL shall, if the order of the CLIENT gets executed either fully or partially, instruct the bank to transfer the amount equal to such obligation to IDBI CAPITAL's account on the settlement date /trade date and release the balance amounts that are blocked in case where the order of the CLIENT is partially executed or the full amount that is blocked in case where the order does not get executed. The CLIENT will not be allowed to withdraw, issue a cheque or otherwise use the blocked funds in its account. IDBI CAPITAL will not be liable in any manner for any direct / consequential or special loss or claims that may arise due to any blocking of funds that may be erroneously instructed by IDBI CAPITAL to the designated bank. The client agrees to verify by his bank statement and other documentation and understand the debit/credit entries therein and bring any discrepancy to the notice of IDBI Capital forthwith.

b) Depository Account

The CLIENT shall execute a power of attorney for the operation of its designated Depository account authorising IDBI CAPITAL to directly enable the transfer of relevant securities to the pool account of IDBI CAPITAL or any such account through the issue of the necessary delivery instruction slips duly signed on behalf of the CLIENT and to pledge, sell, dispose, transfer or deal in any other manner the securities placed by the CLIENT with IDBI CAPITAL as margin and lying in the depository account. The CLIENT shall also authorise the designated Depository Participant to block the securities sold in the designated Depository account against the CLIENT's order to sell securities. Once the securities in the account are blocked IDBI CAPITAL shall, if the order of the CLIENT is executed either fully or partially, instruct the Depository Participant to transfer the securities which are sold, to IDBI CAPITAL 's pool account in time to meet the settlement obligation and release the balance securities that were blocked in the case of partial execution or all the securities that are blocked in

the case of non execution. The CLIENT agrees that it will not be allowed to pledge, instruct transfer or otherwise use the blocked securities in its designated depository account.

c) Securities Transactions

The CLIENT shall authorize IDBI CAPITAL by executing a Power of Attorney or otherwise, to carry out such acts including but not limited to acquire by subscribing to or by purchase of securities and to sell, transfer and endorse the securities (including but not limited to Initial Public Offerings, Buy Back offers, rights issue etc.,) or redeem the same either through Internet (using the Identification Number issued by any Mutual Fund from time to time) or otherwise, and / or to sign and to execute all transfer deeds whether as transferor or transferee and such other instruments, application and papers as may be necessary for the purpose of acquiring or transferring / redeeming the same, marking pledge / lien on such securities and / or for transferring the investments in the units of Mutual Fund from one scheme to another or between Mutual Funds, to make applications for, or to renounce and sign renunciation forms in respect of bonds / debentures, rights shares and additional shares of any Company / Body / Authority and to receive and hold such rights or additional shares, bonds or debentures.

d) Inactive and Dormant Accounts

The CLIENT agrees that if there will be no debit transactions in its account for the continuous period of 6 months, it will be treated as an inactive/dormant account. It may be activated subject to the policy of IDBI Capital.

6. MARGINS

The CLIENT shall make available the prescribed initial margin in the form of funds and /or in the form of securities (the "Margin") with IDBI CAPITAL simultaneously with the opening of the account and prior to commencement of trading. The CLIENT shall be permitted to trade upto a pre-determined number of times of the MARGIN (the "Multiple") and the quantum of the Multiple on the margin shall be decided at sole option or discretion of IDBI CAPITAL who shall have the irrevocable right to set-off a part or whole of the Margin i.e. by way of appropriation of the relevant amount of funds or by sale or transfer of all or some of the securities which form part of the margin, against any dues of the CLIENT to meet any of its obligations under these Terms.

Any reference in these terms to sale or transfer of securities by IDBI CAPITAL shall be deemed to include sale of securities which form part of the Margin maintained by the CLIENT with IDBI CAPITAL .In exercise of IDBI CAPITAL 's right to sell securities under the Agreement, the CLIENT agrees that the choice of specific securities to be sold shall be solely at IDBI CAPITAL 's discretion. IDBI CAPITAL is permitted in its sole and

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absolute discretion to collect additional margins (even though not imposed by the Exchange, the Clearing House or SEBI) and the CLIENT shall be obliged to pay such margins within the time limit stipulated by IDBI Capital.

a) Margin on Purchase:

IDBI CAPITAL may require the CLIENT to deposit interest-free margin in the form of funds. Such margin shall be decided upon by IDBI CAPITAL from time to time, on the price of the securities proposed to be purchased.

b) Margins on Sales:

IDBI CAPITAL may require the CLIENT to deposit interest free margin. Such margin shall be decided upon by IDBI CAPITAL from time to time, on the price of the securities proposed to be sold. IDBI Capital may require the client to deposit shares proposed to be sold upfront.

c) Margins in Derivatives Contracts:

In the derivative segment, the CLIENT is liable to pay an initial margin up-front on or before creating a position. Such margin shall be decided upon by IDBI CAPITAL and/ or the Exchange from time to time. Furthermore, the CLIENT is liable to pay (or receive) daily margins depending on whether the price of the Derivatives contract moves for or against the position undertaken. The CLIENT may also be liable to pay withholding margins, special margins or such other margins as are considered necessary by IDBI CAPITAL or the Exchange from time to time. The client has understood that derivative contracts are margin centric.

d) Mark To Market Margin in Derivative Contracts

For derivatives contracts, IDBI CAPITAL may prepare the bills on a daily basis or on the dates when transaction is done. The CLIENT agrees to pay an upfront margin at the beginning that will be sufficient to cover the margin requirements. If the cumulative Mark to Market (MTM) margin falls short of the margin available in the CLIENT's account, the CLIENT agrees to heed to IDBI CAPITAL's additional margin calls and agrees to recoup the shortfall/deficit. The CLIENT will ensure that margins are adequate at all times and will immediately make good any shortfall that IDBI CAPITAL may or may not communicate.

e) Payment through Cheque:

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

f) Margin in form of Securities:

The CLIENT may place margin with IDBI CAPITAL in the form of securities as approved by IDBI CAPITAL.

Such securities may at the discretion of IDBI CAPITAL be marked as lien in favour of IDBI CAPITAL from the depository account of the CLIENT or such securities may be placed in a separate depository account of IDBI CAPITAL. IDBI CAPITAL may, at its own discretion, treat the securities lying in the Broker's beneficiary account of IDBI Capital in which securities as kept on behalf of the client, as margin, where the CLIENT has issued a Power of Attorney in favour of IDBI CAPITAL, for operating the said depository account. The CLIENT may place / deposit only those securities, which are acceptable to IDBI CAPITAL. If at any time, a particular security ceases to be on the list of approved securities, the CLIENT shall provide other securities as may be required in place of such security forthwith. The CLIENT agrees and authorises IDBI CAPITAL to determine the market value of securities placed as Margin after applying a haircut that IDBI CAPITAL deems appropriate. The CLIENT's positions are valued at the latest market price available ('marked to market') on a continuous basis by IDBI CAPITAL. The CLIENT undertakes to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the margins, the CLIENT agrees to replenish/ recoup any shortfall/ deficit in the value of the Margins immediately, whether or not IDBI CAPITAL intimates such shortfall.

g) Type of Margin:

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

h) Shortfall in margins and other provisions:

i. If payment/securities towards the Margin or shortfall in Margin is not received instantaneously to enable restoration of sufficient Margin in the CLIENT's account, all or some of the F&O positions of the CLIENT as well as the securities of the CLIENT in the possession or control of IDBI CAPITAL may be liquidated by IDBI CAPITAL at its sole discretion, without any reference or prior notice to the CLIENT. The resultant or associated losses that may occur due to such squaring-off or sale of such securities shall be borne by the CLIENT,

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and IDBI CAPITAL shall be fully indemnified and held harmless by the CLIENT in this behalf. Such liquidation or close out of positions shall apply to any segment/exchange in which the CLIENT does business with IDBI CAPITAL.

- ii. The CLIENT is responsible for all orders, including any orders that may be executed without the required Margin in the CLIENT's account. If the CLIENT's order is executed despite a shortfall in the available Margin, the CLIENT shall, whether or not IDBI CAPITAL intimates such shortfall in Margin to the CLIENT, instantaneously pay and make up the shortfall either through delivery of shares in the event of a sale, or credit the required funds in the Bank account via wire transfer or personal cheque, cashier's banker's cheque or account transfer or any other mode as may be required by IDBI CAPITAL.

i) AMENDMENT IN MARGINS

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

7. EXECUTION OF ORDERS:

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

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

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

8. TRADE CONFIRMATION:

IDBI CAPITAL shall send the trade confirmation to the CLIENT, in the form of contract note cum bill or otherwise via mail, e-mail, fax, courier, Registered A.D., or otherwise at the postal address, telephone / fax Nos., e-mail addresses intimated by the CLIENT to IDBI CAPITAL. The CLIENT understands that it is his /its responsibility to review or check/ verify the trade confirmations, the details in the contract notes, the bills or statements of account immediately upon their receipt. All information, particulars, trades contained therein shall be binding upon the CLIENT, if the CLIENT does not object in writing to any of the contents within twenty four hours of such intimation/ confirmation. In all cases, IDBI CAPITAL reserves the right to determine the validity of the CLIENT's objection to the transaction. The CLIENT agrees that IDBI CAPITAL will not be responsible for the non- receipt of the trade confirmation due to any change in the details/ correspondence address of the CLIENT not intimated to IDBI CAPITAL in writing.

9. PRICE OF SECURITIES:

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

10. MISTAKEN ORDER:

IDBI CAPITAL shall not be responsible for any order that is placed by the CLIENT by mistake. Every order that is given by the client or its authorized representative or entered by the CLIENT through the use of the allotted user name and the security code(s) shall be deemed to be a valid order for which the CLIENT shall be fully responsible.

11. RECONFIRMATION OF CERTAIN ORDERS:

The CLIENT hereby confirms that he /it is aware that IDBI CAPITAL has provided on the web site a facility for reconfirmation of orders which are unusual and / or large and need to be executed using IDBI CAPITAL 's discretion. These orders are subject to manual review and consequently execution of these orders may be delayed. IDBI CAPITAL reserves the right to reject any order based on its risk perceptions or for any other reason which it is under no obligation to disclose to the client.

12. CANCELLATION OR MODIFICATION OF ORDERS:

- a) The execution of order, cancellations or modifications thereof is not guaranteed.

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Cancellation of orders is possible only if the original order remained pending at the Exchanges. Market orders are prone to immediate execution. The CLIENT shall not presume that an order has been executed or cancelled or modified and the CLIENT is required to verify the status of his/its orders on the web site in accordance with Clause above.

- b) Unless otherwise specified by IDBI CAPITAL, any order not executed at the end of the day shall stand cancelled/terminated.
 - c) Where the Exchange cancels trade(s) suo moto all such trades including the trade(s) done on behalf of the CLIENT shall ipso facto stand cancelled and IDBI CAPITAL shall be entitled to cancel the respective contract(s) with the CLIENT.
 - d) The trade(s) may also be cancelled on account of following reasons:
 - i. There may be insufficient bids or offers or suspension of trading due to price limits or circuit breakers.
 - ii. The electronic trading systems either at the exchange or in IDBI CAPITAL's offices are vulnerable to temporary disruptions or failures for technical / systematic reasons.
 - e) In the event of trade cancellation due to such events or vulnerabilities, IDBI CAPITAL shall be entitled to cancel relative contract(s) with the CLIENT. At times, due to unforeseen circumstances IDBI CAPITAL may not be able to execute the desired transactions (either the CLIENT's own transactions or transactions for enforcing margins as provided in these terms and conditions) on a timely basis. IDBI CAPITAL does not accept responsibility for any losses that the CLIENT may incur on account of such eventualities beyond the control of IDBI CAPITAL.
- 13. CORPORATE BENEFITS; SETTLEMENT CYCLES:**
The CLIENT accepts responsibility of knowing the status of all corporate benefits like rights and bonus issues, dividends and stock splits of shares that he/it intends to trade or which are held in his/it account. The CLIENT accepts responsibility for knowing the correct ISIN Numbers of the shares in his /its account and the eligibility/ validity/genuineness of the shares to meet share pay in obligations to the Exchange/Clearing Corporation whether received by way of purchase, rights, bonuses, stock split, off market transfers or otherwise.

- 14. PROTECTION TO THE CLIENT:**
IDBI CAPITAL shall ensure due protection to the CLIENT regarding CLIENT's rights to corporate benefits such as dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the CLIENT with whom and for whom it may have had transactions in securities.
- 15. DELAYED REPORTING OF TRANSACTIONS:**
i) If trades or transactions are reported late to IDBI

CAPITAL on account of any problems at the Exchange or for whatsoever reason, the CLIENT in turn will be subject to late reporting of transactions.

- ii) In addition, any errors reported to the CLIENT for any reason whatsoever will stand subsequently corrected to reflect the transaction that was effected in the market.

16. DELAYED PAYMENT:

Notwithstanding anything contained in these presents, any amounts which are overdue from the CLIENT towards trading either in the cash or derivative segments or on account of any other reason to IDBI CAPITAL, the client may at the discretion be charged delayed payment charges at the rate of 2% per month or such other rate as may be determined by IDBI CAPITAL. The CLIENT hereby authorises IDBI CAPITAL to directly debit the same to the account of the client at the end of each month. The CLIENT also agrees that any amount overdue from him (including the interest on delayed payment) shall be adjusted by IDBI CAPITAL from dues owed to the CLIENT. The client undertakes to make payment of such interest charged without delay.

17. INFORMATION OF DEFAULT IN PAYMENT / DELIVERY:

Information of default in payment /delivery and related aspects by a CLIENT shall be brought to the notice of the relevant stock exchange(s). In case where defaulting CLIENT is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s) / promoter(s) /partner(s) /proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).

18. PAYOUT OF SECURITIES / FUNDS:

A The CLIENT agrees that IDBI CAPITAL shall not be obliged to deliver any securities or pay any money to the CLIENT unless and until the same has been received by IDBI CAPITAL from the Exchange, the Clearing Corporation / House or the concerned Mutual Fund or other company or entity liable to make the payment.

Unless IDBI CAPITAL otherwise determines, and subject to IDBI CAPITAL's rights to set off and other rights as mentioned in these Terms and Conditions and other agreements /documents executed by the Client with IDBI Capital, the securities to be delivered by IDBI CAPITAL to the CLIENT pursuant to the CLIENT's purchase transactions shall be credited to the designated depository account of the CLIENT and the sale proceeds to be paid by IDBI Capital to the CLIENT shall be deposited to the designated Bank account of the CLIENT.

B In case of purchase of securities by the CLIENT, at times IDBI CAPITAL may be unable to deliver the securities to the said purchaser on the pay-out day due to non receipt of the securities from the stock exchange(s) or in case of non receipt of the said

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securities from another CLIENT of IDBI CAPITAL who has sold the securities against the said purchase transaction. In cases of such short delivery, the securities shall be delivered to the purchaser as per the policy of the Company as amended from time to time.

- C At all times, the CLIENT agrees to make the payment of funds only in the name of IDBI CAPITAL titled "IDBI Capital Market Services Limited" vide fund transfer/account payee cheques or by any other permitted modes, with details of the CLIENT code and the name of the CLIENT mentioned on the reverse of the instrument.
- D At all times, the CLIENT agrees to transfer the securities only to the designated depository account of IDBI CAPITAL.
- E The CLIENT agrees that IDBI CAPITAL shall not be responsible for any loss, damages in respect of any funds / securities which are deposited / transferred to any account other than that of IDBI CAPITAL's designated account under these Terms and Conditions.
- F In the eventuality of the CLIENT receiving shares in his demat account by mistake or for any reason (which he is supposed to have not received) then he is liable to return such securities and / or compensate IDBI CAPITAL.

19. IDBI Capital's RIGHT TO SQUARE-OFF:

The Client agrees that IDBI Capital would have the discretion to square off the position of the Client, with no obligation of communicating the same to the Client, in following circumstances: In case of Margin Trades, if the open position is neither squared off nor converted to Delivery by Client(s) within the stipulated time. In case of Margin Trades, where Mark to Market Loss on the open position has reached the stipulated % of the margins placed with IDBI Capital and the Client(s) have not taken any steps either to replenish the margin or reduce the Mark to Market Loss. 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; Client(s) agree that although the auto square off trigger point is pre-defined, subsequent to which IDBI Capital could exercise its discretion to carry out the square-off within a reasonable period of time, the actual execution could happen at a price different from the trigger point and the Client(s) agree to bear the loss based on actual executed price. IDBI Capital shall also have the right to cancel any or all open order/ requests and/or close any or all outstanding contracts. Client(s) understand that in case the Auto Square off does not take place due to certain reasons like price band or any technical grounds or any other grounds then IDBI Capital shall at its discretion exercise the option of CD (Convert to Delivery). If CD 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 CD 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 IDBI Capital will liquidate the shares anytime and the Client(s) will be liable for any resulting losses, brokerage and all associated costs incurred by IDBI Capital. IDBI Capital reserves the right to square off any open margin positions, if the current market price breaches a specified percentage when compared with the previous day's closing price for that scrip.

20. ARRANGEMENT WITH RELATIONSHIPS BANKS:

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

21. CLOSE OUT:

a. In case of Purchases:

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

b. In case of Sale:

Notwithstanding the margin position in case of sales on behalf of CLIENT, the CLIENT authorises IDBI

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CAPITAL to close out the contract by effecting purchases if the CLIENT fails to deliver the securities sold with valid transfer documents within 24 hours of the trade execution or before delivery day (as fixed by stock exchange authorities for concerned settlement period), whichever is earlier. Loss on transaction, if any, will be deductible from the margin money of the CLIENT. The CLIENT agrees to make good the shortfall, if any, immediately on being intimated of the shortfall by IDBI CAPITAL.

- c. Non payment of margin and other amounts :**
Without prejudice to IDBI CAPITAL's other rights (including the right to refer a matter to arbitration), IDBI CAPITAL shall be entitled to liquidate / close out all or any of the CLIENT's positions for non-payment of margins or other amounts, outstanding debts, etc and adjust/set off/appropriate the proceeds of such liquidation / close out, if any, against the CLIENT's liabilities / obligations. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the CLIENT.
- d.** Client(s) agree that IDBI capital has full and complete discretion to square off/ liquidate the purchase/sale intra-day, overnight or any other position of the client(s). The client(s) agrees, confirms and admits that he shall be aware and in the know of all his positions at all times.
- e. Lien on Client's Account:**
All investment products now or hereafter held, carried or maintained by IDBI Capital in their possession or control, for any purpose, in or for the benefit of any of clients accounts, now or hereafter opened, including any accounts in which client may have an interest, shall be subject to a lien in favour of IDBI Capital for the discharge of all indebtedness and client's other obligation to IDBI Capital which are held by IDBI Capital as security for the payment of any liability or indebtedness of client's to IDBI Capital in any of said accounts. Client authorizes IDBI Capital that they shall have the right to transfer the investment products and other property so held from or to any other of client's account of IDBI Capital whenever, in the judgement of IDBI Capital, it is considered that such transfer is necessary for the protection of IDBI Capital. In enforcing IDBI Capital's lien, IDBI Capital shall have the right and discretion to determine which investment product and properties are to be sold and which contracts or position are to be closed. In the event of a breach or default by client under these Terms and Conditions, IDBI Capital shall have all rights and remedies available to a secured creditor under all applicable law in addition to the rights, recourse and remedies provided herein.

22. STOCK BROKER CLIENT COMMUNICATION:

a. Form of Communication

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

b. Communication of Documents

- (i) IDBI CAPITAL shall send to the CLIENT by personal delivery, courier, post, electronic means or any other mode the contract note/trade confirmations of the trades executed, bills and account statements or such other data relating to his trading account with IDBI CAPITAL . The CLIENT agrees that IDBI CAPITAL fulfils its legal obligation to deliver to the CLIENT any such document if sent via personal delivery, courier, post, electronic delivery or any other mode. The CLIENT agrees that IDBI CAPITAL will not be responsible for non-receipt of documents sent via courier, post, electronic delivery or any other mode due to change in the address of the CLIENT.
- (ii) IDBI CAPITAL may at any time amend the margin requirements, the list of approved securities accepted as margin, or such other terms of the Terms & Conditions by modifying or rescinding any of the existing provisions or conditions or by adding any new provision or condition, by conspicuously posting notice of such amendment on its web site. IDBI CAPITAL shall not be required to communicate any modification or rescission individually to the Client either through physical or electronic form, and any separate notice of amendment or modification is deemed to be waived by the Client. The continued use of the services of IDBI CAPITAL after such notice will constitute acknowledgment and acceptance of such amendment.

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

- (i) The Client agrees to provide IDBI Capital with his correct e-mail ID in the account opening documents or as intimated by the client to IDBI Capital in writing. IDBI Capital shall send the documents, contract notes, transaction statements to the e-mail ID as provided by the client. IDBI Capital shall not be responsible for e-mails sent to any wrong e-mail ID provided by the client and such documents, contract

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notes, transaction statements shall be deemed to be received if sent to the e-mail ID provided by the Client.

- (ii) The CLIENT understands that it is his/her/its responsibility to open an e-mail account, review upon first receipt, whether delivered to CLIENT by mail, by e-mail (including any auto replies from the system of IDBI CAPITAL), other electronic means or, all confirmations, statements, notices, contracts, bills and other communications. All information contained therein shall be binding upon the CLIENT, if the CLIENT does not object, either in writing or via electronic mail, within twenty four hours after any such document is sent to the CLIENT. In all cases, IDBI CAPITAL reserves the right to determine the validity of the CLIENT's objection to the transaction. Non verification by the client or not accessing the documents on a regular basis shall not be a reason for disputing the same at a later date.
- (iii) Should the Client experience any difficulty in opening a document electronically delivered by IDBI Capital, IDBI Capital may, on receipt of intimation from the Client in that behalf, make the required delivery by any other electronic means (e-mail, fax, electronic mail attachment, or in the form of an available download from the back-office website) or in paper based format. Failure to advise the IDBI Capital of such difficulty within 24 hours from the date of execution of the trade shall serve as an affirmation that Client was able to receive and open the said document.
- (iv) In the event the client opts to receive contract in electronic form, the Client agrees not to receive the contract notes in paper form from IDBI Capital. Provided however that in case when IDBI Capital is not able to provide Contract Note to its Clients through (web based) electronic medium due to any unforeseen problems, IDBI Capital shall ensure that the contract note reaches to the Client in physical form as per the time schedule stipulated in the Bye-Laws, Rules and Regulations of the Exchanges.
- (v) The Client shall take all the necessary steps to ensure confidentiality and secrecy of the login name and Security Code. Unless the Client lodges a complaint with IDBI Capital as to his/her/its inability to access the system, it would be presumed that contract notes and all other documents have been properly delivered.
- (vi) The Client agrees that IDBI Capital fulfils its legal obligation to deliver to the Client any such document if sent via electronic delivery at any one of the e-mail ids provided by the Client for the

purpose and IDBI Capital has not received any report indicating bouncing back of such electronic delivery from any of such e-mail ids. In other words, e-mail sent to any one of the e-mail ids, which is not bounced back, shall be deemed to be duly delivered to the Client and sufficient compliance of issue of digital contract note.

- (vii) The CLIENT also agrees that IDBI CAPITAL shall not take cognizance of out-of-office/out-of- station auto replies and the CLIENT is deemed to have received such deliveries.
- (viii) IDBI Capital agrees that in case of receipt of bounced back notification from all the e-mail ids, IDBI Capital shall make the required delivery by any other electronic means (e-mail, fax, electronic mail attachment, or in the form of an available download from the back-office website) or in paper based format immediately thereafter.
- (ix) The Client agrees that IDBI Capital will not be responsible for non receipt of documents due to change in/incorrect email address provided by the Client for the purpose or for any reason which inter alia include insufficient space in the inbox of the client, technical reasons or mal function of the clients computer system/ server/internet connection etc. It shall be the responsibility of the client to intimate to IDBI Capital of any change in the Client's e-mail address.
- (x) IDBI Capital shall not be liable or responsible for any statement received from frauds or impostors or any consequences thereof.
- (xi) IDBI Capital shall not be liable for any problem which arises at the Client's computer network because of the client receiving any such document from IDBI Capital's end.
- (xii) The Client is also aware that IDBI Capital duly posts the contract notes/other documents (as decided by IDBI Capital) of the respective clients on the website also and that the same can be accessed by the Client on the website with the help of the Security Code given to the Client by IDBI Capital.

d. Change of Address

Unless the CLIENT informs IDBI CAPITAL of the change of the address for communication in writing along with the address proof, all notices, circulars, communication or mail sent to the existing address shall be deemed to have been received by the CLIENT irrespective of whether they are actually received or not.

e. Protection of Security Code(s)

The CLIENT shall immediately notify IDBI CAPITAL in writing, delivered via e-mail and Registered AD, if

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the CLIENT becomes aware of any loss, theft or unauthorised use of the CLIENT's Security code(s) and account number; or any failure by the CLIENT to receive an accurate written confirmation of an execution including the contract note for the same; or any receipt by the CLIENT of confirmation of an order and/or execution which the CLIENT did not place; or any inaccurate information in the CLIENT's account balances, securities positions, or transaction history. In the case where the CLIENT notifies such loss, theft or unauthorised use of the CLIENT's Security code(s) password and account number to IDBI CAPITAL, IDBI CAPITAL shall suspend the use of the account of the CLIENT. However, the CLIENT shall be responsible and liable for all transactions that are carried out by the use of the CLIENT password. When any of the above circumstances occur, neither IDBI CAPITAL nor any of its officers, directors, employees, agents, affiliates or subsidiaries will have any responsibility or liability to the CLIENT or to any other person whose claim may arise through the CLIENT with respect to any of the circumstances described above.

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

23. SECURITY CODES, SECURITY PRECAUTIONS AND INFRASTRUCTURE :

- a) **Use of CLIENT-ID and Password:** The CLIENT agrees that it will be the sole authorised user of the Username Password/s, Customer User Identification Number, telephone Personal Identification Number (T PIN) or other identification or security code (by whatever name called) to be given to it by IDBI CAPITAL to access IDBI Capital system, or service through IDBI Capital website, over the telephone or in such other manner as may be permitted by IDBI CAPITAL for availing of the service. The CLIENT accepts sole responsibility for use, confidentiality and protection of the Username, Password/s, Customer User Identification Number, T-PIN, or other security code(s) as issued by IDBI CAPITAL to the CLIENT from time to time (hereinafter referred to as "Security codes) as well as for all orders and information changes entered into the CLIENT's account using such security codes. The CLIENT shall ensure that such security code(s) is/are not to be revealed to any third party or recorded in any written or electronic form. If the CLIENT forgets the security code(s), a request for change of such Security code(s) should be sent to IDBI Capital in writing. On receipt of such a request, IDBI Capital shall discontinue the use of the old security code(s) and shall generate a new Security code(s) for the CLIENT which shall be

communicated to the CLIENT. However, the CLIENT shall be responsible and liable for all transactions that are carried out by the use of the old Security code(s). Neither IDBI CAPITAL nor any of its officers, directors, employees, agents, affiliates or subsidiaries will have any responsibility or liability to the CLIENT or to any other person whose claim may arise through the CLIENT with respect to any of the circumstances described above.

- b) **Recording of Password:** The CLIENT shall memorise the Security code(s) and shall not record it in written or electronic form. In the event that the CLIENT does record the Security code(s) in written or electronic form, he/she/it shall do so at his/her/its sole risk and responsibility.
- c) **Responsibility for Use of Security Code(s):** Any order entered using the CLIENT's security code(s) either through the web site or through telephone or otherwise is deemed to be that of the CLIENT. If third parties gain access to IDBI CAPITAL 's services through the use of the CLIENT's security code(s), the CLIENT will be deemed to be responsible for the same and hereby holds harmless and agrees to indemnify IDBI CAPITAL against any liability, costs/ losses or damages arising out of claims or suits by or against such third parties based upon or relating to such access and use, since the responsibility for such transactions shall be that of the CLIENT. The use and storage of any information including, without limitation, the Password, Portfolio information, transaction activity, account balances and any other information or orders on the CLIENT's personal computer is at the CLIENT's own risk and is the CLIENT's sole responsibility.
- d) **Communication Equipment of the CLIENT:** The CLIENT is responsible for installing and maintaining the communication equipment (including personal computers and modems) and telephone or alternative services required at the CLIENT's end and connectivity required for accessing and using the web site or related services. All communication costs, service charges, levies and fees incurred by the CLIENT in accessing the web site or related services will be borne by the CLIENT.
- e) **CLIENT's Infrastructure:** For the purposes of these Terms, it is presumed that the CLIENT has all the necessary and compatible infrastructure ready at its end for the purpose of accessing the web site of IDBI CAPITAL or contacting the phone broking executive of IDBI CAPITAL (prior to accessing the services provided pursuant to these Terms). IDBI CAPITAL will not (and shall not be under any obligation to) assist the CLIENT in installing the required infrastructure or obtaining the necessary equipment, permits and clearances to establish connectivity or linkages to

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the web site of IDBI CAPITAL.

- f) **Prevention of Unauthorised Use:** The CLIENT will install the necessary built-in safeguards and firewall features and access restrictions to prevent unauthorised use of CLIENTs computer systems or the security codes and ensure that no unauthorised person can gain access to the computer systems or such security codes.
- g) **Liability for Incorrect Instructions:** The CLIENT agrees to fully indemnify and hold harmless IDBI CAPITAL for any losses arising from the execution of incorrect/ ambiguous or fraudulent instructions that got entered through the system at the CLIENT's end. The client shall be solely responsible for self entering orders at unrealistic prices, if so considered by Stock Exchange and liable for all consequences such as penalty/fine etc levied by stock exchange for such wrongdoing , if so considered by them.
- h) **Secure Electronic Records and Digital Signatures:** In the event that the certifying authorities and other infrastructure contemplated under the Information Technology Act, 2000, for ensuring secure electronic records and secure digital signatures is notified by the concerned authorities and the infrastructure to enable the same is in place, IDBI Capital would have the right to require the CLIENT to authorise the various transactions on the web site by means of such secure electronic records and secure digital signatures and discontinue the usage of the CLIENT password.

24. MISCELLANEOUS PROVISIONS GOVERNING THE TERMS:

- a) The Client hereby unconditionally, absolutely and irrevocably undertakes to pay immediately any amount due and payable under these Terms and Conditions on being called upon to do so without any demur, merely on a demand in writing from IDBI CAPITAL stating that the amount claimed has become due and any such demand made on the Client shall be conclusive as regards the amount due and payable by the Client.
- b) The Client agrees that any notice served on the Client either by actual delivery thereof or sent by Registered Post / E-mail / Fax to the address of the client first mentioned hereinabove shall be deemed to have been duly served.
- c) One or more of the provision of these Terms and Conditions may be invoked by IDBI CAPITAL whenever there is a loss occasioned to IDBI Capital without affecting its rights to invoke these Terms and Conditions for any further loss that may devolve later.
- d) Notwithstanding the above, the Client agrees that the provision of indemnity shall continue to remain in force until IDBI CAPITAL in writing discharges of the said obligations / liabilities of the client.

- e) The client understand that the terms and conditions governing a specific investment product or service will be binding on the client only if such product or service is made available to client and the client trades in the investment product or avails of that particular service.
- f) All trades, transactions and contracts are subject to the Rules, Bye-Laws and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered in to and to be performed in the city of Mumbai for the purpose of giving effect to the provisions of the Rules, Bye-Laws and Regulations of Exchange.
- g) **USE OF WEB SITE:**
The CLIENT agrees that each participating Exchange or association or agency asserts a proprietary interest in all of the market data it furnishes to parties that disseminate the said data. The CLIENT shall use real-time quotes received on the web site of IDBI Capital only for the CLIENT's individual use and shall not furnish such data to any other person or entity. The CLIENT is authorised to use materials which are made available by IDBI CAPITAL's web site for the CLIENT's own needs only, and the CLIENT is not authorized to resell access to any such materials or to make copies of any such materials for sale or use to/ by others. The CLIENT shall not use, modify or delete any copyright or other intellectual property rights, notices from printouts of electronically accessed materials from IDBI Capital web site.
- h) **LIMITATION OF LIABILITY:**
IDBI CAPITAL does not guarantee, and shall not be deemed to have guaranteed , the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages disseminated to the CLIENT or the execution of the orders placed by the CLIENT. IDBI CAPITAL shall not be liable for any inaccuracy, error or delay in, or omissions of, 1) any such data, information or messages, or 2) the transmission or delivery of any such data, information or messages, due either to any act or omission by IDBI CAPITAL or to any "force majeure" event (e.g. flood, extraordinary weather condition, earthquake or other any act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communication, power failure, shut down of the systems for any reason (including on account of computer viruses), equipment or software malfunction); any fraud committed by any person whether in the employment of IDBI CAPITAL or otherwise or any cause beyond the reasonable control of IDBI CAPITAL 3) cancellation or non execution of the order placed by the CLIENT with IDBI CAPITAL .

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

i) **INTERRUPTION IN SERVICES:**

IDBI CAPITAL does not warrant that the service will be uninterrupted or error free. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose. The CLIENT agrees that IDBI Capital shall not be held responsible for any breakdown of the system either due to the fault of the systems of IDBI CAPITAL or of the Exchanges or otherwise for any reason whatsoever.

j) **WARRANTIES OF CLIENTS:**

i) The CLIENT hereby represents and warrants that the terms and conditions stated herein have been clearly understood and that the information furnished to IDBI CAPITAL is accurate and truthful. The Client agrees, confirms and admits that it shall keep IDBI Capital updated of its financial position/ details from time to time.

ii) The CLIENT confirms that he/she is of legal age and he/she/it has obtained the necessary approvals from the relevant regulatory/ legal and compliance authorities to avail the services provided pursuant to the Terms and Conditions stated herein.

iii) IDBI CAPITAL may appoint agents/business associates for carrying out the acts mentioned in or in relation to the services provided to the Client. The CLIENT consents to sharing of his / its account related information to the authorised agents/business associates appointed by IDBI CAPITAL.

iv) All actions required to be taken to ensure compliance of all the transactions, which the client may enter in to pursuant to this arrangement with all applicable laws, shall be

completed by the client prior to such transaction being entered into.

v) If Client resides or gives any orders to from outside India, Client agrees to ensure and represent that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which Client orders are given and laws and regulations prevalent in India, and Client further agrees that Client shall, when, in doubt, consult or obtain legal and professional advice in or of the relevant jurisdiction. Client accepts that there may be taxes, duties, impositions or charges payable to relevant authorities in respect of Client residing or the giving of any order from outside India and the execution of such order, and Client agrees to pay such taxes, duties, impositions or charges as are applicable and authorizes IDBI Capital to make such payments on its behalf, if required by law, which shall be completely and entirely reimbursed and paid to IDBI Capital by Client. Client further agrees to indemnify IDBI Capital on demand for any claims, demands, actions, costs and expenses IDBI Capital may suffer or incur in connection with or arising from Client residing or giving of any such order from outside India.

k) **WARRANTIES OF IDBI CAPITAL:**

IDBI CAPITAL represents & warrants to client that : IDBI Capital internet trading order routing system has been approved by the exchange.

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

m) **TAPE RECORDING OF CONVERSATION**

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

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

The CLIENT understands that IDBI CAPITAL may at any time, at its sole discretion and without prior notice to the CLIENT, prohibit or restrict the CLIENT's access to the use of the web site or related services

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and the CLIENT's ability to trade. IDBI Capital may block the CLIENT's account at any time for any reason and without prior notice to the CLIENT. The CLIENT will bear any loss that he/she/it may be faced with due to inability to execute further trades on account of such restriction. The blocking of an account will not affect the rights and/or obligations of either IDBI Capital or the CLIENT incurred prior to the date the account is blocked.

o) INDEMNITY

(i) Though orders are generally routed to the marketplace immediately after the time the order is placed by the CLIENT on the system there may be a delay in the execution of the order due to any link/system failure at the CLIENT/ IDBI Capital /Exchange's end or for other reasons. The CLIENT hereby specifically indemnifies and holds IDBI CAPITAL harmless from any and all claims, and agrees that IDBI Capital shall not be liable for any loss, actual or perceived, caused directly or indirectly by government restriction, exchange or market regulation, suspension of trading, war, strike, equipment failure, communication line failure, system failure, security failure on the Internet, shut down of systems for any reason (including on account of computer viruses), unauthorised access, theft, any fraud committed by any person whether in the employment of IDBI CAPITAL or otherwise or any problem, technological or otherwise, that might prevent the CLIENT from contacting the PHONE TRADING SERVICES of IDBI CAPITAL or entering IDBI CAPITAL 's system or from executing an order or in respect of other conditions.

(ii) The CLIENT further agrees that he/she/it will not be compensated by IDBI CAPITAL for any "lost opportunity" viz. notional profits on buy/sell orders which could not be executed due to any reason whatsoever, including but not limited due to time lag in the execution of the order or the speed at which the system of IDBI CAPITAL or of the Exchanges is operating, any shutting down by IDBI Capital of his/her/its system for any reason or IDBI Capital disabling the CLIENT from trading on its system for any reason whatsoever.

p) ASSIGNMENT

The client agrees and acknowledges that IDBI Capital may at any time during the subsistence of the arrangement, without issuing any notice to the client, shall assign, transfer or otherwise alienate, by executing any agreement or in any other manner, all or any of its rights and/ or obligations in terms of this arrangement to any person or entity including but not limited to its affiliates, associates or sister companies

and the rights and obligations of IDBI Capital under this arrangement or any amendment or modification hereto shall vest an ensure in favour of such assignee without any further act, deed or thing.

The client may not assign any right or obligations hereunder without first obtaining the prior written consent by an authorized officer of IDBI Capital.

IDBI Capital may however, assign there rights and obligations to any third person without the prior consent of the client.

q) SEVERABILITY:

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

r) FURTHER ASSURANCES:

In connection with these Terms and Conditions , as well as all transactions contemplated by these Terms and Conditions as offered by IDBI CAPITAL from time to time , each party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary ,appropriate or reasonably requested to carry out or evidence the transactions in respect of the services availed by the CLIENT from time to time.

25. TERMINATION OF SERVICE

The services may be withdrawn anytime by IDBI Capital provided the Client(s) are given a notice of one month under the circumstances. If the service is withdrawn for a reason other than the breach of the terms and conditions by the Client(s), IDBI Capital's liability shall be restricted to the return of the annual charges, if any, recovered from the Client(s) for the period in question. The closure of all accounts of the Client(s) will automatically terminate the Portal services of IDBI Capital. IDBI Capital may suspend or terminate trading facilities without prior notice if the Client(s) have breached these terms and conditions or any agreement/document executed with IDBI Capital in respect of the services or IDBI Capital has learnt of the death, bankruptcy or lack of legal capacity of the Client(s). Termination shall be with mutual consent of the parties by giving at least one month written notice and such cancellation/termination shall not effect the rights and liabilities of the parties in respect of the transactions executed before the date of such notice.

26. DISPUTE RESOLUTION

(a) IDBI CAPITAL and the CLIENT are aware of the provisions of the Rules, Bye -laws and Regulations of the Exchanges relating to the resolution of the disputes / differences through the mechanism of arbitration provided by the Exchanges and agree to abide by the said provisions in so far as any disputes under these Terms relate to transactions that have been carried out or were to be carried out on the Exchanges.

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- (b) "Except for the claims/disputes which are subject to the Rules and Regulations of the respective Exchanges on which the trades have been executed, any and all claims and disputes arising out of or in connection with these Terms and Conditions or any agreement/document executed by the Client with IDBI Capital or its performance shall be settled by arbitration by a single arbitrator to be appointed by IDBI CAPITAL. The parties agree that the arbitration shall be held at such place within India as IDBI CAPITAL may in its sole discretion specify at the time of, or at any time prior or subsequent to, the reference to arbitration.

The Courts at the place specified by IDBI CAPITAL for holding the arbitration proceedings or, if law does not permit the same, the Courts at the city in which IDBI CAPITAL 's concerned office is situated, shall have exclusive jurisdiction in relation to these Terms and Conditions , the arbitration and all matters arising in connection herewith and therewith. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996.

27. JURISDICTION

- a) All trades, transactions dealings and contracts are subject to the Bye-Laws, Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Mumbai and the parties to such trades shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the Rules, Bye-laws and Regulations of the Exchange.
- b) Foreign Jurisdiction
This service does not constitute an offer to sell or a solicitation of an offer to buy any shares, securities or other instruments to any person in any jurisdiction where it is unlawful to make such an offer or solicitation. This service is not intended to be any form of an investment advertisement, investment advice or investment information and has not been registered under any securities law of any foreign jurisdiction and is only for the information of any person in any jurisdiction where it may be lawful to offer such a service. Further, no information on the websites of IDBI Capital is to be construed as a representation with respect to shares, securities or other investments regarding the legality of an investment therein under the respective applicable investment or similar laws or regulations of any person or entity accessing www.idbipaisabuilder.in or any other website maintained by IDBI Capital.

28. PROPRIETARY TRADING:

IDBI CAPITAL discloses herewith that it undertakes Proprietary trading. The CLIENT confirms having read and understood the terms and conditions of IDBI CAPITAL CLIENT agreement and those relating to various services

and products and accepts and agrees to be bound by the terms and conditions including those excluding/ limiting IDBI CAPITAL 's and Exchanges' liabilities.

29. WORDS AND EXPRESSIONS :

- a) Words and expressions which are used in this terms and conditions, but which are not defined herein shall, unless the context otherwise requires ,have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchanges and circulars issued thereunder.
- b) The heading of each provision hereof is for descriptive purpose only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

30. AMENDMENT :

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

The provisions of these terms and conditions shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.

31. The instructions issued by an authorized representative of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the client and dealings. The client agrees to fulfil obligations flowing from transactions and dealings carried out on the basis of such authorization.
32. The client agrees that IDBI Capital shall not be liable or responsible for non-execution of the orders of the CLIENT due to any link/system failure at the CLIENT/ IDBI Capital/ EXCHANGE end.
33. IDBI Capital may send the Order/Trade confirmation slip through E-mail to the CLIENT at his request, within such period as prescribed or reasonably possible /practicable for IDBI capital to do so, from the time of execution of order/trade on the NEAT system, as the case may be. The client agrees that the information sent by IDBI Capital by E-mail is deemed to be a valid delivery of such information by IDBI Capital.

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34. The client is aware that IDBI Capital has provided on the Online/offline website, a facility for reconfirmation of orders, which are larger than that specified by IDBI Capital's risk management, and is also aware that IDBI Capital has the discretion to reject the execution of such orders based on its risk perception.

35. Research / Trading recommendation Received by the Client:

The Client may at its discretion avail of the Research/ Trading recommendations provided by IDBI Capital from time to time. In this regard, the Client understand that IDBI Capital produces fundamental and trading research/ notes/ trading calls / technical calls, particularly on companies, industry, stock markets, commodity markets and economy from time to time (collectively hereinafter referred to as "material"). The Client authorizes IDBI Capital to provide the Client with such material through email or by access to the website of IDBI Capital or through SMS or any other mode on a voluntary basis.

The Client is aware that such material provided to the Client is only for the personal information of the Client and the Client undertakes that the same shall not be reproduced or redistributed to any other person. The Client understands that such material is not an offer or the solicitation of an offer to buy any security. By sending this material IDBI Capital or any of its officers, directors, personnel and employees shall not be liable for any loss, damage of any nature, including but not limited to direct, indirect, punitive, special, exemplary and consequential, as also any loss of profit in any way arising from the use of this material in any manner. The Client is also aware that

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Date:

Place

the investments discussed in such material may not be suitable for all investors.. The Client shall, therefore, before dealing and/or transacting in any of the products referred to in such material, make their own investigation, due diligence seek appropriate professional advice. The Client alone shall be fully responsible/ liable for his/her/its investments/ disinvestments on the basis of such material. The Client also agrees that IDBI Capital may discontinue providing such material to the Client and that it would have no responsibility to update any information provided to the Client nor does it represent that the information provided in such material is complete. Further by providing such material IDBI Capital is not acting as the Client's portfolio or financial adviser nor does it assumes any fiduciary duties.

36. DISCLOSURE

As required by the Stock Exchange, IDBI Capital would like to make the following disclosure in respect of the agreement.

The Clauses contained in the Member Client Agreement(s) for Bombay Stock Exchange and National Stock Exchange of India Limited are mandatory clauses prescribed by SEBI/the Exchanges from time to time.

The clauses in these terms and conditions including the clauses pertaining to internet trading are additional clauses and are voluntary at the discretion of IDBI Capital and the client but are required for efficient provisions of the services by IDBI Capital pursuant to the Member Client Agreement.

The Client in acceptance of the Terms and Conditions contained hereinabove has hereby appended his signature on the date and place mentioned hereinbelow.

Signature of IDBI Capital Market Services Ltd: 

Date:

Place

SPECIAL POWER OF ATTORNEY & INSTRUCTIONS

TO ALL TO WHOM THESE PRESENTS SHALL COME, I/We the Client described in the schedule hereto, having his/her/ its address at the place mentioned in the schedule hereto (hereinafter referred to as "the Account Holder/Joint Account Holders/Client", which expression shall unless repugnant to the meaning and context thereof be deemed to mean and include his/ her/its legal heirs, representatives, executors, successors and assigns, as the case may be) do hereby nominate, constitute and appoint.

IDBI Capital Market Services Limited, a Company incorporated under the Companies Act, 1956, and having its registered office at 5th Floor, Mafatlal Centre, Nariman Point, Mumbai-400 021, (hereinafter referred to as "IDBI Capital/ the Attorney", which expression shall, unless repugnant to the meaning and context thereof be deemed to mean and include its successors) acting through any of its officers or employees or any sub-agents or delegates to be my/our true and lawful Agent and Attorney for me/us and on my/our behalf and in my/our name from time to time to do and exercise or cause to be done and exercised all or any of the acts, deeds, powers and authorities as herein mentioned;

A. WHEREAS, the Trading Account Holder (as mentioned in the schedule hereto), wishes to participate in the online/offline trading facilities and/or other services being offered by IDBI Capital through its portal www.idbipaisabuilder.in or through any other channel such as IVR, WAP, Business Associates, Branch, Customer Service, Call Center, etc. (or through any other portal as launched by IDBI Capital for offering the said services).

B. AND WHEREAS the Trading Account Holder has entered into Member Client Agreement(s) with IDBI Capital in connection with availing various services provided/to be provided by IDBI Capital through its Portal www.idbipaisabuilder.in and/or offline trading platform to the Account Holder through Trading Account No. _____(UCC)

C. AND WHEREAS the Demat Accounts mentioned in Annexure - I hereto (or such other demat accounts as may be determined by me/us from time to time and intimated to IDBI Capital) of which I/we am/ are the sole/joint holders shall be linked to the above mentioned Trading account for the purpose of settlement and margin obligation arising out of trades executed through the said Trading Account.

D. AND whereas for efficient functioning of the above-mentioned services and to facilitate proper execution of all transactions, I/we am/are desirous of appointing IDBI Capital as my /our true and lawful Attorney and confer upon it the powers hereinafter stated.

I/We hereby authorize the Attorney to do, exercise & perform all or any of following acts, deeds and things:

1. Transfer securities held in my/our beneficial owner account(s) as mentioned in Annexure -1 (as may be modified from time to time by me/us and duly intimated to IDBI Capital) hereto towards Stock Exchange related margin / delivery obligations arising out of trades executed by me/us on the Stock Exchange through IDBI Capital.
2. To instruct the DP to debit securities to the said account mentioned in Annexure -1 (as may be modified from time to time by me/ us and duly intimated to IDBI Capital) and /or transfer securities from the said account to any other account, to the extent of shares sold through IDBI Capital for pay-in obligations as well as for margin towards any Stock Exchange, in Cash and Derivatives/other segments as may be permitted.
3. To credit my/ our demat account(s) with any securities that are to be delivered to me/us / borrowed by me/us.
4. To demand, receive and give good and effectual receipt(s) and discharge(s) for all

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- or any dividends, interest, bonuses or any other sum(s) and/or income arising from the shares, debentures, units and other investments and to sign and endorse pay orders, dividends/ interest warrants or certificates, receive all debts, sums of money, principal, interest, dividend or other dues of whatever nature or accounts which are now or at any time due and payable and belonging to me/us on any account whatsoever.
5. Pledge the securities lying in my/our accounts mentioned in Annexure -1(as may be modified from time to time by me/us and intimated to IDBI Capital) in favour of IDBI Capital for the purpose of meeting my/our margin requirements in connection with the trades executed by me/us on the Stock Exchange through IDBI Capital.
 6. Pursuant to my/our instructions or instruction of my/our Authorised Representative, to apply for acquiring subscribing, redeeming , switching between investment products including but not limited to Mutual Funds, Public Issues (shares as well as debentures), rights, offer of shares tendering in open offers and to sell, transfer and endorse the same or redeem the same or otherwise deal in the securities and /or any other investment products pursuant to my instruction or instruction of my/our Authorised Representative either through internet or otherwise using identification number issued by any Mutual Fund from time to time or otherwise, and/or to sign and to execute all transfer deeds whether as transferor or transferee and such other instruments, applications and papers as may be necessary for acquiring or transferring/ redeeming the same, marking pledge / lien on such securities and/or for transferring the investment in the units of Mutual Funds from one scheme to another or between Mutual Funds and/or otherwise as may be required for dealing in securities or other investment products.
 7. Pursuant to my/our instructions or instruction of my/our Authorised Representative, to make applications for or to renounce and sign renunciation forms in respect of bonds/debentures, right shares and additional shares of any Company/Body/Authority and to receive and hold such rights or additional shares bonds or debentures.
 8. Pursuant to my/our instructions or instruction of my/our Authorised Representative, to issue orders and instructions for acquisition and disposal of investments for and on my/our behalf and to purchase or otherwise acquire, sell or otherwise dispose off or otherwise deal / invest in securities.
 9. To sign the necessary forms and other documents, if any, and to file and register the same with the company /concerned entities to give effect to the powers conferred herein.
 10. To forward all applications for subscription of securities, placed through the website to the online-IPO/other module of the concerned Exchanges/authority/ concerned entity / platform.
 11. To do all such acts and things as may be necessary to give effect to the subscription/ purchase/redemption or any other transaction pursuant to my/our instructions or instruction of my/our Authorised Representative in any securities and/or Investment product for which services are availed from IDBI Capital.
 12. Transfer funds from my/our bank account(s) mentioned in Annexure -1 (or such other bank accounts as may be determined by me/us from time to time and intimated to IDBI Capital) and/or to instruct the concerned banks in this regard for the following:
 - a) For meeting my/our settlement obligations /margin requirements in connection with the trades executed by the me/us on any stock exchanges through IDBI Capital in any segment as may be permitted.
 - b) For recovering any outstanding amount due from me/us arising out of my/our trading activities on any of the Stock Exchanges through IDBI Capital.
 - c) For meeting obligations arising out of my/our subscribing to such other products/facilities/services like Mutual Funds, Public issues (shares as well as debentures), rights, offer of shares etc, through IDBI Capital.
 - d) Towards monies/fees/charges, etc. due to IDBI Capital payable by virtue of me/us using/subscribing to any of the facilities/services availed by me/us or at my/our instance.
 13. To send a consolidated summary of the Client's scripwise buy and sell position taken with average rates to me/us by way of an sms/email on a daily basis notwithstanding any other document to be disseminated as specified by SEBI from time to time.
 14. For the purpose of the aforesaid to sign contracts, agreements, transfers, acceptances, receipts or other instruments, documents and forms, to accept and carry out correspondence with such person(s) or authority/ authorities or department(s) and to do all such lawful acts requisite for effecting the same.

15. To comply and/or cause to be complied with all statutory and other requirements attached to or arising out of these premises and for this purpose to take such steps and actions necessary or proper, including signing of affidavits, indemnity, declarations, legal documents, deeds and writings wherever required.
16. To do all such acts, deeds and things, as may be necessary for or incidental to the powers conferred herein.

POWERS TO THE BANK ALLIANCE PARTNERS

Whereas for the purpose of Trading through IDBI Capital Market Services Limited, I/we am/are availing banking and/or demat account services of _____

a **body corporate** constituted under _____, having its head office at _____

(hereinafter referred to as Bank Alliance Partner) which expression shall, unless repugnant to the context or meaning hereof, mean and include its successors in title;

And Whereas I/We hold Bank account with the Bank Alliance Partner in its capacity of Bank and/or have applied to the Bank Alliance Partner for opening of bank account with it and I/We hold demat account with the Bank Alliance Partner in its capacity of Depository Participants and/or have applied to the Bank Alliance Partner to open a demat account with it.

Further to the above powers and authorities conferred on IDBI Capital I/We hereby confer upon the Bank Alliance the authorities hereinafter stated:

1. To operate, block and /or debit or credit, the abovementioned bank account for operation and execution of all transactions on my/our behalf.
2. To operate, block and/or debit or credit the above? mentioned demat account with the Bank Alliance Partner for the purpose of Stock Exchange related margin/delivery obligations arising out of trades executed by me/us on the Stock Exchange through the Attorney and as instructed by the Attorney in this regard.
3. Pursuant to my instructions or instruction of my/our Authorised Representative, to buy, sell or cause to be bought and sold all kind of securities, stocks and shares including but not limited to government securities, bonds and mutual funds etc.
4. To do all such acts, deeds, and things. as may be necessary for or incidental to, including but not limited to, providing services to me / us and for meeting my /our

obligations under PINS and in connection with the said bank account.

For the purpose of this Specific Power of Attorney, the term securities shall include securities as defined by the Securities Contracts (Regulation) Act, 1956 as amended from time to time and shall include shares scrips, stocks, bonds, warrants, options futures, derivatives, convertible debentures, non-convertible debentures, securitized debt instruments, fixed return investment, equity linked instruments or other marketable Securities of a like nature in or of any incorporated Company or other body corporate, negotiable instruments including usance Bills of Exchange, deposits or other money market Instruments, commercial paper, certificate of deposit, units issued by Unit Trust of India and units issued by Mutual Funds, mortgage backed or other asset backed Securities issued by any institution or body corporate cumulative convertible preference shares issued by any incorporated company and Securities issued by any Incorporated company and Securities issued by the Central Government or a State Government for the purpose of raising public loan and having one of the forms specified in Clause (2) of Section 2 of the Public Debt Act, 1944, any other new form of capital or money market Instruments that may be issued in the future by any incorporated company; firm/institution or Government.

For the purpose of this Specific Power of Attorney the list of my/our Demat and Bank account to which /from which securities/funds may be moved are mentioned in Annexure - 1 hereto. Annexure -1 may be changed by me/us at any time with prior intimation in writing to IDBI Capital by submission of a revised Annexure - 1.

For the purpose of this Specific Power of Attorney the list of the Demat and Bank accounts of IDBI Capital from which /to which securities/ funds may be moved are mentioned in Annexure - 2 hereto. Annexure -2 may be changed by IDBI Capital at any time with intimation to me/us in writing or through website/ through email.

IDBI Capital shall return to me/us the securities or funds that may be received by it erroneously or those securities or funds that IDBI Capital was not entitled to receive from me/us.

AND GENERALLY to do all such other lawful acts and things as the Attorney shall think advisable for the purposes aforesaid as fully and effectually in all respects as I/we could do myself/ ourselves and to act as fully and effectually for all intents and purposes in all dealings and transactions between myself/

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ourselves and the said IDBI Capital as I/we could if personally present and acting in the matters and transactions aforesaid. AND I/we do hereby agree to confirm and ratify all and every act or things done by the Attorney within the scope of the authority hereby conferred on it and all deeds or documents executed by it in my/our name or on my/our behalf under this Specific Power of Attorney shall be binding on me/us as if the same were executed by me/us except any act or thing done by the Attorney that results in loss or claim on account of blocking of funds that may be erroneously instructed by the Attorney to the Bank. My/Our Attorney shall not be liable for any loss that may result from failure/inability of electronic connectivity or rejection of my/our application for any reason whatsoever.

The aforesaid Power of Attorney has been granted, the instructions herein have been given and the agreements herein contained have been agreed to by me/us in consideration of




the said Agreement and the mutual rights, covenants and obligations there under, and are revocable by the me/us by giving an intimation to the Attorney in writing and the cessation of this authority shall not affect or impair any act thereto done in exercise of these presents. Such intimation shall be duly signed by me / us and should be received at the Head Office of the Attorney. The revocation shall be subject to due receipt, verification and processing of the same by the Attorney.

This Power of Attorney overrides any previous Power of Attorney given by me/us in favour of IDBI Capital in respect of the Trading Account with IDBI Capital.

This document shall be subject to the jurisdiction of the Courts in Mumbai.

IN WITNESS whereof I/We have executed this power of attorney on the day, date, year and place herein below mentioned in the schedule.

Signed and delivered by (Schedule above referred to).

Demat A/c. No. _____ Holder s Name	Signature
1st Holder: Mr./Ms. _____ Address: _____	 (57/82)
2nd Holder: Mr./Ms. _____ Address: _____	
3rd Holder: Mr./Ms. _____ Address: _____	
Date: _____	

WITNESS:

1. Name:

Address:

Signature: ✎

2. Name:

Address:

Signature: ✎

For and on behalf of IDBICapital



(Authorised signatories)

ANNEXURE 1**A. LIST OF DEMAT ACCOUNT OF THE CLIENTS**

Sr. No	Name of the Account holder	DP Id	Client Id

B. LIST OF BANK ACCOUNT OF THE CLIENTS

Sr. No	Name of the Account holder	Bank Name	Bank Account No.

Signature of client:  (58/82)**ANNEXURE 2****A. LIST OF DEMAT ACCOUNT OF IDBI CAPITAL**

Sr. No	Name of the Account holder	DP Id	Client Id
1	IDBI CAPITAL MARKET SERVICES LTD	IN300079	10008130
2	IDBI CAPITAL MARKET SERVICES LTD	IN300079	10000004
3	IDBI CAPITAL MARKET SERVICES LTD	16010100	00002458
4	IDBI CAPITAL MARKET SERVICES LTD	16010100	00010716
5	IDBI CAPITAL MARKET SERVICES LTD	13011900	00008531
6	IDBI CAPITAL MARKET SERVICES LTD	16010100	00002477
7	IDBI CAPITAL MARKET SERVICES LTD	13011900	00011901

B. LIST OF BANK ACCOUNT OF THE IDBI CAPITAL

Sr. No	Name of the Account holder	DP Id	Client Id
1	NSE CM SETTLEMENT	IDBI	004102000030126
2	BSE CM SETTLEMENT	IDBI	004102000030117
3	NSE DERIVATIVE SETTLEMENT ACCOUNT	IDBI	004102000030108
4	NSE CLIENT ACCOUNT	IDBI	004102000030135
5	BSE CLIENT ACCOUNT	IDBI	004102000030092
6	NSE DERIVATIVE CLIENT ACCOUNT	IDBI	004102000030144

The abovementioned list of Demat/Bank Accounts of IDBI Capital, may be changed by IDBI Capital from time to time with intimation to the Clients in writing/through the website/via e-mail

Signature of client:  (59/82)

TERMS AND CONDITIONS FOR PROVISION OF TRANSACTION STATEMENT TO THE CLIENTS BY E-MAIL OR ON WEBSITE

Terms and conditions pursuant to National Securities and Depository Participant on India circular bearing no. NSDL/Policy/2008/0036 dated May 21, 2008.

The Client has permitted the Depository Participant to provide the transaction statement through internet (web-based and/or email).

In consideration of the Depository Participant having agreed to provide the transaction statement through internet (web-based and/or email), both the parties hereby covenant and agree as follows :

- i) The Depository Participant shall install adequate systems to restrict the access of the transaction statement only to the Client.
- ii) The Client shall take all the necessary steps to ensure confidentiality and secrecy of the login name and password.
- iii) The Client is aware that the transaction statement may be accessed by other entities in case the confidentiality / secrecy of the login name and password is compromised. The Client is fully aware that the transaction statement is a very important statement and its contents need to be read, analysed, understood by the client in a timely & regular manner and in the client's own interest

- iv) In case the Client opts for transaction statement through email, it shall immediately inform the Depository Participant about change in email address, if any.
- v) The Client agrees not to receive Transaction Statement in paper form from the Depository Participant. Provided however that, in case when the Depository Participant is not able to provide Transaction Statement to its Clients through internet (web-based / email) due to any unforeseen problems (including bounced e-mails), the Depository Participant should ensure that the Transaction Statement reaches to the Client in physical form as per the time schedule stipulated in the Bye Laws & Business Rules of NSDL.
- vi) The Depository Participant and the Client shall have the right to terminate this agreement after giving a notice of atleast 10 days to the other party.
- vii) The above terms and conditions are in addition to and not in contravention of the terms and conditions forming a part of the "AGREEMENT BETWEEN THE DEPOSITORY PARTICIPANT AND THE PERSON SEEKING TO OPEN AN ACCOUNT WITH THE DEPOSITORY PARTICIPANT" signed by the Client at the time of opening the account with the Depository.

Client's details:

Name: _____

Address: _____

For & on behalf of Depository Participant:

Name: _____

Address: IDBI Capital Market Services Limited, 5th Floor,
Mafatlal Centre, Nariman Point, Mumbai - 400 021

Signature:  _____

In confirmation of the above,

First Holder:

Signature:  (60/82)

Place & Date:

Second Holder:

Signature: 

Place & Date:

Third Holder: 

Signature:

Place & Date:

Note: To be signed by all holders of Demat Account (in case of Partnership firm do not put stamp of the firm)

CONFIRMATION STATEMENT

To,

**IDBI Capital Market Services Ltd., Depository Participant
affiliated to National Securities Depository Ltd.**

I/We refer to the application for opening of a dematerialized account (hereinafter referred to as the **Depository Participant Account**) with IDBICapital (hereinafter referred to as the **Depository Participant**) and execution of the Member Client Agreement dated _____ in connection therewith.

In consideration of the Depository Participant agreeing to open my/our Account at my/our request, I/We hereby agree, accept and confirm that

1. The Depository Participant will not be liable for any action taken or authorized to be taken by it pursuant to the Member Client Agreement or for any claim, loss, damages or expenses arising in connection with any such action or omission except in so far as the same results from bad faith, willful default or negligence on the part of the Depository Participant.
2. The Depository Participant will not be liable or responsible for the loss or damages arising on account of any natural calamities or on account of any strike, civil commotion, riots, war, war like events or circumstances beyond the control of the Depository Participant.
3. The Depository Participant shall not be responsible for the title, validity or genuineness of any securities which have been dematerialized and notified subsequently by the Registrars of any defects in its title/ validity which has resulted in a reduction of the dematerialized holding of the Client and the consequences thereon.
4. I/We hereby agree to hold Depository Participant harmless against all actions, proceedings, claims and demands, cost and expenses incidental thereto which may be brought against, suffered or incurred by Depository Participant by reason of all acts done by it pursuant to the provisions of the above referred agreement executed at the time of opening the Depository Participant Account, including any action or omission undertaken in compliance with any instructions received by Depository Participant which is believed in good faith to have been given by me/ us and make good the losses incurred by Depository Participant on all legal, professional and other expenses incurred by Depository Participant.
5. I/We undertake to send instructions to the Depository Participant relating to the transfer of securities latest by 6.00 p.m. on Business days (excluding Saturday, Sunday and bank holidays) prior to the execution date indicated by me/us in the debit instruction. I/We note that the instructions received by the Depository Participant after this, will be carried out and updated only on Best Effortf Basis. Depository Participant is not liable for any losses arising out of transfer instructions accepted on the Best Effortf Basis.
6. Depository Participant will not be responsible for any failure as a result of non-receipt or receipt of incomplete/ erroneous instructions though received within the stipulated time.
7. Generally all instructions will be given in electronic form and in the case of instructions being given in any other form the same will be signed by me/us or by an authorized person on my/our behalf whose signature has been lodged with Depository Participant along with relevant documents as required by Depository Participant. I/We shall inform the Depository Participant about the changes in the list of authorized persons and their specimen signature from time to time.
8. I/We are agreeable to pay fees/depository charges for the services rendered by Depository Participant as per schedule of charges annexed to the Member Client Agreement executed by me/us. I/We hereby authorize and instruct Depository Participant to debit my/our bank account linked with trading account / bank account updated in demat account no. _____ /ECS Bank Mandate with IDBI Capital for the fees and other charges and undertake to ensure that adequate balances are made available in the said Investment / Bank Account.
9. I/We are agreeable for the changes in the rules, procedures and revision in tariff structure as displayed and /or otherwise notified from time to time.
10. The particulars given and declarations made by me/us in the Account Opening Form, other declarations and in this Confirmation Statement are true as on the date hereof and any changes will be informed to you immediately. I/ We further confirm that Depository Participant is not liable and responsible for any incorrect information given to Depository Participant nor for any false declaration furnished to Depository Participant and the consequential effects thereon.
11. I/We authorise Depository Participant to issue/re-issue a transfer instruction booklet through post or courier or as per your standard practice. The said charges will be debited in my/our account.
12. I/We agree that, in case of my/our not following the terms and conditions, Depository Participant reserves the right to discontinue execution of any instructions in my/our account.
13. I/We hereby authorise Depository Participant, to claim from my/our Investment Account linked to my/our trading account with IDBICapital, the costs and charges in respect of the Demat Account.
14. I/We further undertake not to revoke any standing instructions given to the Designated Bank for the above without the written approval from Depository Participant over after with the point 16 below written.

Signature of client:  (61/82)

15. I/We will ensure that sufficient balance will be maintained in the Investment Account for meeting the dues.
16. I/We will provide fresh authorization/instruction for claiming Depository Participant dues from the new bank account in the event of closing this Investment Account with the Designate Bank. I/We will provide fresh authorization to Depository Participant atleast one month prior to our closing the account.
17. I/We have agreed to Depository Participant accepting any facsimile instructions. I/We confirm that Depository Participant shall not be liable for any losses or damages which I/we may suffer as the consequence of Depository Participant acting in accordance with and/or reliance upon, any fax instructions. I/We undertake to confirm separately such faxed instructions. I/We hereby agree that I/we shall at all time indemnify you

against any claims, losses, damages in connection with or arising out or in relation to any fax submission acted upon by you.

18. I/We have read and understood the rules and regulations nad other material pertaining to the Depository and Depository Participant in connection with opening and operating my/our demat account.

I/We further confirm that the above confirmation are in addition to those agreements and confirmation given by me/us in the account opening form and the agreement executed by me/us for opening my/our beneficiary owner demat account.

Signature of the Client:  (62/82)

Date:

Place

In case of partnership firm, should be signed by the holders of the Demat A/c and name & rubber stamp of the firm is not required

DECLARATION

The Terms and Conditions pertaining to IDBICapital Trading Account maintained by IDBI Capital Market Services Limited (hereinafter referred to as IDBICapitalf), and the Demat Account maintained by the Depository Participant which are in force now have been read and understood by me/us. We agree to abide by and to be bound by the same as are in force from time to time for such accounts.

- (1) I/We agree and confirm that I/we have read the terms and conditions of the account facility, and also pertaining to usage and access of the said account facility as laid down from time to time. I/We further agree and confirm that all modifications/alterations pertaining to the terms and conditions of opening/maintaining/usage and access of the said account(s) shall at all times be adhered to by me/us.
- (2) I/We confirm that First holder is the sole signatory or authorized to act alone where the accounts are in the joint names. We, the joint applicants hereby further confirm and declare that the first applicant is herewith instructed and authorized to log-in/view/trade by selling and/or buying/invest in the said account for and on behalf of one and/or all of the undersigned at all times. In the event of revocation, we shall duly issue a letter of revocation in advance to IDBICapital and until after 10 (ten) days of receipt of the said revocation, the aforestated authorization shall hold good.
- (3) I/We agree to pay the charges as per the Schedule of Charges attached to the Form and any revision thereof from time to time and understand that my/our opening of the Trading Account is subject to the payment of these charges.
- (4) I/We authorize IDBICapital to debit all the incidental charges/expenses and credit all the transaction proceeds automatically to my/our trading account with IDBICapital for the trading activities/facilities.
- (5) I/We understand that in case the Demat Account is closed during the year, no pro-rata refund of annual charges will be made(if account with IDBICapital).
- (6) I/We declare that the particulars given by me/us are true to the best of my/our knowledge as on the date of making such application. I/We further agree that any false/misleading information or suppression of any material facts by me/us will render the account liable for termination and further action.
- (7) I/We confirm that no insolvency proceedings have been initiated against me/us nor have I/We been adjudicated insolvent.
- (8) I/We declare and confirm that I/we are not member(s) of the National Stock Exchange of India Ltd. or The Bombay Stock Exchange Ltd. and in the event of I/we becoming members of the respective stock exchange(s) in future we shall inform you and not execute trades through IDBICapital.

Undertaking and Authorization :

I hereby undertake that

- a) I/We have opened the trading and demat account (if account with IDBICapital) for self / on behalf of M/s _____ for trading/ investment in stock market.
- b) I/We have read and understood the Prevention of Money Laundering Act (PMLA), 2002, Rules, circulars made thereunder.
- c) I/We shall abide by the Prevention of Money Laundering Act, 2002, Rules, Regulations thereunder, circulars, regulation, press release, KYC Norms and Policy, as and when made applicable, issued by any regulatory authority as formed thereunder from time to time.
- d) I/We shall provide with all necessary information and details as required by IDBI Capital from time to time
- e) I/We am/are not a person of a Suspicious background or having links with any known criminals
- f) I/We am/are a genuine person and am/are not involved or indulged knowingly or assist, directly or indirectly, in any process or activity connected with the proceeds of crime nor am/are a party to it.
- g) I/We am/are neither involved nor have indulged knowingly or assisted, directly or indirectly, in projecting any proceeds of crime as an untainted property.
- h) The funds utilized/ proposed to be utilised for the purpose of investment have been derived through proper means and does not involve any black or hawala money in any manner.
- i) The transfer of funds/ securities from the account maintained in the trading account shall be from known source and shall provide clarification to IDBI Capital on their request.
- j) I/We shall be solely responsible for any transactions taking place in my/our account.
- k) We hereby authorise IDBI Capital Market Services Limited, to move/transfer funds from any/all our account/s and/or payouts resulting on account of sale of shares and securities and/or payouts due to settlement/closing of contracts and/or margin refunds from cash/capital market and/or F&O of BSE and/or NSE and adjust, transfer, set-off and appropriate the same towards debit balances in any/all of our accounts of cash/capital market and/or F&O segment of BSE and/or NSE and debit balances in depository account and/or any other debits and/or payments. We also understand that this would save on banking and/or operational delays and cost towards transfer of funds between an account where we have a credit balance to an account where in we have a debit balance. Further, you are authorised to do the transfer, either by passing a journal entry in your books of accounts


Signature of client:  (63/82)




of the respective section/department and/or by physical exchange of cheques.

- l) I/We shall immediately intimate the Principal Officer of IDBI Capital as well as the concerned authority on knowing of any suspicious transactions or having obtained any material which is having any link with any crime or proceeds of crime.
- m) I/We shall provide to IDBI Capital, on half yearly basis, income and other financial details including a copy of income tax return filed with the Income Tax Department or any other relevant document as required by IDBI Capital from time to time.
 - (1) I/We have verified that the information given hereby in the trading account form and its attachments is, to the best of my knowledge and belief true and correct.
 - (2) I/We agree, undertake and authorise IDBICapital or their agents to make references and enquiries relative to information in this application which IDBICapital or their agents consider necessary.
 - (3) I/We agree and authorize IDBICapital and its agents to exchange, share or part with all the information, data or documents relating to my/our application and transaction information to other IDBICapital group Companies/Banks/Financial Institutions/ Credit Bureaus/Agencies/Statutory Bodies/such other persons as IDBICapital may deem necessary and/or appropriate as may be required for use or processing of the said information/data by such person(s) or furnishing of the processed information/data/products thereof to other Banks/

Financial Institutions/Credit providers/agencies/ users registered with such persons and I/we shall not hold IDBICapital and other persons to whom such information etc. is disclosed liable for the disclosure or use of such information.

- (4) I/We shall at all times keep IDBICapital informed of any change in address/other details and to provide any further information that IDBICapital may require from time to time.
- (5) I/We agree and understand that IDBICapital reserves the right to reject any application without providing any reason. Further agree and understand that IDBICapital reserves the right to retain the application forms, and the documents provided therewith, including photographs and the same will not be returned to me/us.
- (6) I/We agree and understand that I/we have to complete all further documentations for specific liability products/ services from IDBICapital, as prescribed to me/us from time to time, and the same shall be regarded to form as a integral part of the Member Client Agreement (and vice versa), and that unless otherwise disclosed in such further forms as prescribed, the particulars and information set forth herein as well as the documents referred or provided herewith are true, correct, complete and upto date in all the respects. I/We agree and understand that such further applications will require incorporation of the application form number, and/or such details as IDBICapital may prescribed to facilitate data management.

Sole/First Holder	Holder s Name	Signature
1st Holder:Mr./Ms./M/s. _____		 (64/82) _____

Demat A/c. No. _____	Holder s Name	Signature
1st Holder:Mr./Ms./M/s. _____		 (65/82) _____
2nd Holder:Mr./Ms. _____		 _____
3rd Holder:Mr./Ms. _____		 _____

DISCLAIMER
(for Online Clients only)

IDBI Capital Market Services Ltd. (IDBICapital) maintains www.idbipaisabuilder.in (hereinafter referred to as the Portal^f) and owns, has the license to use or otherwise has the right to use, free of any pending or threatened liens, all content, graphics, HTML and CGI or other scripts displayed and used on the Portal. The Portal may contain links to other Portals, having further linked Portals, operated by parties other than IDBICapital (hereinafter referred to as Linked Portals^f) which are provided for only the convenience of the Client and IDBICapital does not control or endorse such Portals, and is not responsible for their contents. IDBICapital makes no representation or warranty, express or implied, of any kind whatsoever, pertaining to the Linked Portals. IDBICapital and its affiliates, disclaim any warranty of any kind, imputed by the laws of any jurisdiction, whether expressed or implied, as to any matter whatsoever relating to the Service, including without limitation the implied warranties of merchantability, fitness for a particular purpose, and non infringement.

This Portal is offered to the Client on the condition that he/she/it accepts the terms and conditions contained herein, without modification or reservation of any of the terms, conditions and notices contained herein and accepts, without limitation or qualification, the terms and conditions and acknowledges that any other agreement between the Client and IDBICapital as regards the Transaction are superseded and of no force or effect to the extent such agreement is contrary to these Terms and Conditions.

This disclaimer shall be applicable to any person visiting/ accessing the portal and/or a Client entering into an agreement related to availing of the Service offered by IDBICapital and its Affiliates.

The Client is aware that all the instructions, orders, directions, requests placed by it is executed through the Portal maintained by IDBICapital, which has the limited role of facilitating availability of Service, as may be provided from time to time, by it and that in respect of any obligation, duty or action required to be discharged by any Affiliate (or IDBICapital as the case may be) shall be the sole responsibility of such Affiliate (or IDBICapital as the case may be).

The use of the Portal by the Client is governed by the following terms and conditions which he/she/it agrees to abide by:

1. By accessing and using the Portal you agree to accept, without limitation or qualification, all the terms and conditions. The Content (information, material, news items, data, Money Market movements, etc.) of the Portal including the terms and conditions are subject to change at the sole discretion of the IDBICapital, without prior notice.
2. All information and material in this site are provided on an as is^f and as available^f basis, and are without guarantees or warranties of any kind, express or implied in terms of completeness, correctness, accuracy, reliability or otherwise. Neither the information, nor any opinion contained in the Portal constitutes a solicitation or offer by

IDBICapital to buy or sell any securities, futures, options or other financial instruments or provide any investment advice or service. Furthermore, any ideas and/or information provided or gained from this site would not necessarily reflect the views of IDBICapital or its directors or employees. The information provided herein and any communications subsequently entertained or responded to are/shall be gratis and are /shall be outside the purview of any consumer protection law.

3. The information obtained at/or through the Portal is not and should not be construed as an offer for any investment or any assistance. The availability of such information is made available on best effort basis^f and does not constitute a recommendation to buy or sell any of the securities offered through/by IDBICapital. This Service on the Portal does not constitute an offer to sell or a solicitation to any person in any jurisdiction where it is unlawful to make such an offer or solicitation. While the site may be updated with changes periodically, IDBICapital does not guarantee that this site reflects the latest amendments/information at all times or at any time. IDBICapital reserves the right to approve/reject any application without assigning any reason whatsoever. IDBICapital also reserves the absolute right and discretion to decide on the criteria for selecting the Clients to participate in the Service offered.
4. The offering of the Service is subject to the requisite permissions, approvals, licenses and any other clearance from the appropriate regulatory authority viz., Securities and Exchange Board of India, National Stock Exchange of India Limited, Bombay Stock Exchange Ltd. and any other relevant authority that may be the regulatory authority from time to time, of the Service.
5. IDBICapital owns all the right, title and interest including the copyright in respect of all the Content including various logos, trademarks, service marks etc., unless indicated otherwise. Further, IDBICapital or its Affiliates shall not be liable if the Client makes a copy, modifies, uploads, downloads, transmits, (re) publishes it or removes or obscures any intellectual property, including trademarks, copyright or other notices or legends contained in any such information or otherwise distributes any service or content from the Portal.
6. IDBICapital and/or its Affiliates their officers, employees, personnel, directors may be associated in a commercial or personal capacity or may have a commercial interest including as proprietary traders in or with the securities and/or companies or issues or matters as contained in the research reports and/or analytical studies and such commercial capacity or interest whether or not differing with or conflicting with the research reports and/or analytical studies, shall not make or render IDBICapital and/or its Affiliates liable in any manner whatsoever and IDBICapital and/or its Affiliates or any of their officers,

Signature of client:  (66/82)

employees, personnel, directors shall not be liable for any loss, damage, liability whatsoever for any direct or indirect loss arising from the use or access of any information that may be displayed in the research reports and/or analytical studies from time to time. The Client agrees that each participating content provider, an exchange, association, agency, organisation asserts a proprietary interest in all of the content, data, information, statistics, facts, figures, records it furnishes to the Party that disseminates the said data.

7. The Client is responsible for providing and maintaining the communications equipment (including personal computers and modems) and telephone or alternative services required for accessing and using the Portal or related services, and for all communications service fees and charges incurred by Client in accessing the Portal or related services. Any material downloaded or otherwise obtained through the use of the Portal is at the User's own discretion and risk and the User will be solely responsible for any damage that may occur to the User's computer systems and data as a result of download of such material.
8. Under no circumstances, including but not limited to negligence, shall IDBICapital or its directors or employees be liable for any special or consequential damages that are alleged to have resulted from the use and/or inability to use this site or information contained within, even if IDBICapital and/or its employees or directors have been notified of the possibilities of potential damages or losses, damages or injury arising out of or in connection with the use of the Portal or its non-use including difficulties arising due to power and electricity failure, non-availability, compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property (including without limitation) loss of profits, loss or corruption of data, loss of goodwill, work stoppage, computer failure or malfunction, programming errors, software or hardware errors, computer breakdown, non-availability of internet connection, communication problems between IDBICapital server and User's computer network, shutting down of IDBICapital's server, non-availability of links, corruption of computer software, problems in telecommunication network, or interruption of business; under any contract, negligence, strict liability or other theory arising out of or relating in any way to the Portal, site-related services, or any products or services and claims of third parties damages or injury caused by any performance, failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of information, whether resulting, in whole or in part, from or relating to any of the services offered or displayed by IDBICapital on the Portal.
9. Though IDBICapital will take steps to prevent introduction of virus and other such destructive materials on the Portal,

it does not represent, warrant or guarantee that the Portal or the Content downloaded from the portal or Linked Portals do not contain such virus or destructive materials. IDBICapital is not liable for any damage or harm attributable to such virus or destructive materials. IDBICapital does not warrant that the Portal or functions thereof will be uninterrupted or free of any error or defect.

10. IDBICapital shall not be responsible for unauthorized transaction through the Portal due to your fraudulent or negligent usage and any unauthorized transaction/fraudulent/erroneous use of or hacking or intrusion into the computer network of IDBICapital by any third party due to your negligence or fraudulent conduct, or if IDBICapital has taken due and reasonable care to avoid such hacking or intrusion.
11. Neither IDBICapital nor its Affiliates shall be precluded from making any contract or entering into any arrangement or transaction with the companies mentioned herein or with itself in the ordinary course of business or from undertaking any banking, financial or agency services for the companies or for itself or from underwriting or guaranteeing the subscription of or placing or subscribing for or otherwise acquiring, holding or dealing with any of the stocks or shares or debentures or debenture stocks or any other securities whatsoever of the companies or in which the companies may be interested, either with or without a commission, or other remuneration or otherwise, at any time entering into any contract of loan or deposit or any other contract or arrangement or transaction with the companies or being concerned or interested in any such contract or arrangement or transaction which any other company or person would be entitled to enter into with the companies and they shall not be in anyway liable to account either to the companies or any person visiting or accessing the Portal including a Client of the Service for any profits made by them thereby or in connection therewith and the IDBICapital or its owner or Affiliate shall also be allowed to retain for their or his own benefit any customary share of brokerage, fee, commission, interest, discount or other compensation or remuneration allowed to them. You also specifically acknowledge that any Communication transmitted by you to IDBICapital via the Internet may not remain confidential or free from interference by unauthorized third parties during its transmission.
12. By posting messages, uploading files, inputting data, or engaging in any other form of communication through this site, you are granting to IDBICapital a royalty free, perpetual, non-exclusive, unrestricted, worldwide license to use, copy, sublicense, publicly perform or display any such Communication; and Sublicense to third parties the unrestricted right to exercise any of the foregoing rights which shall include the right to exploit any

Signature of client:  (67/82)

proprietary rights in such Communication, including but not limited to rights under copyright, trademark, servicemark, or patent laws under any relevant jurisdiction, granted with respect to the Communication. The User agrees that the information provided by the User may be disclosed by IDBICapital to any agencies, bureaus, associations, corporate or unincorporated bodies and other persons. The User shall not hold IDBICapital responsible for sharing and/or disclosing the said information and also for any consequences suffered by the User and/or others by reason thereof.

13. The Portal contains features of the services that are currently being offered by IDBICapital and those intended to be offered in the future. IDBICapital alongwith its Affiliates intends to launch the services confirming with the features listed on the Portal in toto, however due to business need and regulatory requirement the final launch may contain variations. Notwithstanding anything contained in the Portal regarding the services, IDBICapital may decide to postpone the offering of the services or introduce new services or may even decide to withdraw the offering or even a currently offered service altogether.
14. For transactions received before the cutoff time the applicable NAV would be same days NAV for all schemes on offer and for transactions received after the cutoff time the next days NAV would be applicable.
15. IDBICapital shall not be held responsible for any outdated/ updated NAVs at any given point of time. NAV on the Portal

at any given point of time would be same has declared by the respective AMCs.

16. IDBICapital owns all the right, title and interest including the copyright in respect of all the Content including various logos, trademarks, service marks etc. unless indicated otherwise. You may use/download the Content only for non-commercial and personal use, provided you retain all copyright and other proprietary notices contained therein. The maximum liability of IDBICapital and its Affiliates to the Client shall be subject to the amount of fees paid by the Client for the services that he/she may have availed of through the Portal or in pursuance of the Offer or the Service. The contents of this site shall not be reproduced, distributed, redistributed, modified, transmitted, reused, reported or the content be used for public or commercial purposes without IDBICapital s written permission.

You or any third party accessing the Portal irrevocably agrees to the exclusive jurisdiction of the courts at Mumbai in relation any matter connected or related to use or access of the Portal and waives any objection to any proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. The governing law in such legal proceedings referred to above shall be the laws of the Republic of India.

Signature of the Client:  (68/82)

Date:

Place

SPECIAL LETTER FOR FUTURES AND OPTIONS (F&O) TRANSACTIONS.

To,
IDBI Capital Market Services Ltd.


1. Please refer to the Agreement signed by me / us at the time of registering myself / ourselves with your Company as a Client for the purpose of investing / trading in shares and securities / derivatives and F&O segment on Bombay Stock Exchange Limited (BSE) / National Stock Exchange of India Limited (NSE) and the Client Registration Form submitted by me/us along with the requisite documents as proofs.
2. This is to confirm that I/We have carefully read and understood Risk Disclosure Document relating to F&O trading. I/We have also read and understood the provisions of BSE's and NSE's Regulations (F&O Segment), NSCCL's Rules, Bye-Laws and Regulations relating to F&O Segment.
3. Further the document called "Combined Risk Disclosure Document for Capital Market / Cash Segment and Futures & Options Segment" handed over by you to me/us outlines risks involved in transacting in the Stock Exchanges procedures which I/we have read, understood, and signed.
4. I/WE clearly understand and I/WE am made aware of risks in F&O trading which carry a significant risk of substantial loss. Further, I am aware that given the leverage involved, the losses can occur and multiply rapidly, potentially exceeding my funds (including securities deposited) deposited and collaterals, credit balance, if any, for margins or for any other purpose or earmarked as risk capital.
5. I/WE am forewarned and that IDBI Capital Market Services Ltd. does not and can not guarantee that risks associated with my trading in F&O Segment can be limited, minimized or eliminated. IDBI Capital Market Services Ltd. in no way assumes any responsibility for monitoring my exposure, open positions, margins, deposits, losses or changes in my net worth.
6. I/WE undertake that I shall ensure that I/WE receive contract notes, bills, ledger account etc. documents regularly from IDBI Capital Markets Services Ltd. Further I/WE shall ensure and confirm that I/WE will read, understand and verify the contents of these and other documents relating to F & O transactions carried out in my / our names and code/s promptly and on a daily basis. I/WE shall remain proactive, vigilant, watchful and careful in regard to all aspects of F&O trading and payments of margins, mark to market losses and debit balances in the ledger account, verification thereof and other dues and very prompt - within 24 hours from the time of transactions - for bringing my grievances,

I have carefully read and understood the above.

Client s details:

Name: _____

Address: _____

Signature:  (69/82) _____

if any, to the branch concerned and also to your higher management at registered office / head office simultaneously. I/We agree, confirm and admit that in no situation I/We shall hold IDBI Capital Market Services Ltd. and its directors, employees and/or its representatives/ associates before any authority, court, etc. responsible, liable and accountable for anything and IDBI Capital Market Services Ltd. and its directors, employees and/or its representatives/associates before any authority, court, etc. shall always stand absolved from any liability, claim, loss, harm, injury, counterclaim, damages and claim of such nature.

7. I/We shall daily keep track of my F&O positions, exposure, movement in prices intra day, margins, mark to market losses / profits, collaterals values, etc. working when live trading sessions are on or otherwise also and at no time blame IDBI Capital Market Services Ltd. for not communicating me any information or not making any call on me in any situation - ordinary or extra - ordinary. I/We understand that time and full payments of mark to market losses/margins are the essence of F&O transactions settlement. I/We accept full responsibility for my decisions to trade in F&O Segment and all consequences thereof in all scenarios and at all times.
8. I/We understand that in the event of IDBI Capital granting any accomodation in any manner in the matter of my dues, margin, collaterals, carry forward/rollover, etc. I/We shall not raise a ground/objection of such favours availed by me in any proceeding - civil and/or criminal - between me and IDBI Capital Market Services Ltd.
9. I/We am made aware of all F & O transactions working (including margin / mark to market losses) and documentation and I understand the documents including contract notes, bills, margin related documents, ledger account etc. I/We clearly know that in case of deficit / shortfall in margin, mark to market losses, debit balances etc. dues at any point of time in my account, IDBI Capital Market Services Ltd. shall be entitled to square - off / close - out / liquidate my outstanding F & O positions without even informing me (as I/We have voluntarily undertaken to keep track of my F & O positions and obligations thereof as aforesaid) at any time at their sole discretion. I/We undertake, assure and promise IDBI Capital Services Ltd. to pay - up all my dues, losses, debit balances in time and when called upon which are accounted in my account which is maintained in an open, mutual and current basis. I/We shall fully indemnify IDBI Capital Services Ltd. and hold it harmless at all times.

Witness for Client

Name: _____

Address: _____

Signature:  _____

CONFIRMATIONS**Consent of Client to receive Combined Ledger Statement**

To,
IDBI Capital

We hereby agree that the ledger statements in respect of transactions entered into on the cash segments of the Exchanges will be combined for the purpose of convenience of IDBI Capital and for my convenience and the payments received and paid by IDBI Capital will be appropriated on a first-in-first-out basis.

Signature of the Client :  (70/82)

Date:

Consent of Client to pay Penal Interest in case of defaults

To,
IDBI Capital

We hereby agree to pay all the amounts due to IDBI Capital Market Services Ltd on its due date. The amount due to IDBI Capital shall include all types of margin and pay-in-obligation. In case if We do not make payment by due date We understand and agree to pay penal interest chargeable on the amount remaining outstanding as levied by IDBI Capital and/or sell the securities lying with IDBI Capital. Further, We understand that in case of any non-compliance of the Bye-Laws, rules and regulations, as laid down by SEBI/Exchanges and/or the Depository, and for any other matter, that may be decided by IDBI Capital from time to time, IDBI Capital may charge penalty on me. Such penalty amount shall be directly debited to my account. We hereby request you to debit my trading account for the amount of penalty charged in my demat account with you.

Signature of the Client :  (71/82)

Date:

Consent of clients to use the balance of Investment Accounts for setting off Debits

To,
IDBI Capital

With reference to my agreeing to avail of services of IDBI Capital pertaining to "TRADING IN SECURITIES OTHER THAN ON THE FLOOR OF THE EXCHANGE", We hereby authorize IDBI Capital to use the balance in our trading account maintained with IDBI Capital for the purpose of investments in such transactions and similarly to use the balance in such Investment Account for setting off the debits in my Trading Account or otherwise, on the basis of my instructions, from time to time.

Signature of the Client :  (72/82)

Date:

Consent of Client to Debit Trading Account for Demat charges

To,
IDBI Capital

We have a trading account as well as demat account with IDBI Capital. For the convenience of payment of all the charges, pertaining to our demat account. We hereby request you to debit our trading account with all the DP account charges, as and when the bill is raised by IDBI Capital.

Signature of the Client :  (73/82)

Date:

Consent of Client to deposit Collateral for meeting the margin requirements/pay-in obligations

To,
IDBI Capital

With reference to my trading account with IDBI Capital, We have been keeping collaterals with IDBI Capital from time to time either in one or all of the following towards our margin requirements/ pay-in obligations for enabling us to trade through IDBI Capital on the National Stock Exchange of India Limited (NSE) and/or Bombay Stock Exchange Limited (BSE) (hereinafter collectively referred to as "Exchange").

- a. Cash
- b. Fixed Deposit Receipts
- c. Bank Guarantees
- d. Securities.

We understand that as a Stock Broker, IDBI Capital is required to deposit collateral with the respective Exchanges/ Clearing Corporation/ Clearing House towards margin requirements for the trades done on behalf of its clients. We hereby authorize IDBI Capital to deposit the collaterals deposited by us with IDBI Capital from time to time with the respective Exchanges/ Clearing Corporation/ Clearing House for meeting the margin requirements/pay-in obligations.

Signature of the Client :  (74/82)

Date:

PRIVACY POLICY

IDBICapital is dedicated to provide the Client the comfort and confidence so that we can serve your needs better. In that effort, we respect and protect the privacy of those who visit or use our Portal. These provisions apply to all existing customers and prospective customers. However in case of customers who are no more active/deactivated the provisions as applicable till the time they were active would be applicable. IDBICapital has taken all necessary measures to protect the confidentiality of the information and their transmission under the Portal and it shall not be held liable for disclosure of the confidential information, unless gross negligence is established on the part of IDBICapital.

The Client authorizes that information so furnished to IDBICapital by accessing the Portal, the same shall be used for, among other things, customer verification, provision of products and services, for personalization of products or services, marketing or promotion of financial services or related products or for creation of statistical information, statistical analysis or credit scoring, enforcement of your obligations, or that of our associates and affiliates, which will in turn help us provide you a better quality of service. However, you are free to volunteer any other information that you feel we should know, but the security and confidentiality as per this policy is guaranteed only to the information that we may directly ask from you.

The Portal may provide links to third party websites in the process of conducting the portal trading business. IDBICapital shall not be responsible for the information collected on such linked websites of third parties and for any actions arising thereof. It is the clients sole responsibility to review the privacy policy of such third parties.

IDBICapital undertakes not to disclose the information provided by the Client to any person, unless acting under good faith that such action is necessary to:

- (1) enforce the terms and conditions; and/or
- (2) protect and defend our rights or property; and/or
- (3) conform to legal requirements or comply with legal process; and/or
- (4) act to protect the interest of our members or others.

The Clients agree that failure to comply with the disclosure norms while accessing/using the Portal facilities/activities shall be deemed a serious breach of these terms and conditions and shall entitle IDBICapital to terminate the online services without prejudice to any damages to which it may be entitled. The representations and/or authorization once given herewith by the Client shall be deemed to be of a continuing nature and shall bind the Client from date of execution of the Agreement pertaining to trading through the Portal till termination of the same. The Client herewith represents as follows:

- (1) The Client agrees that all transactions shall be entered into by the Parties as principal and IDBICapital shall have no fiduciary duty towards the Client whatsoever notwithstanding that there may be an existing relationship between the Parties;
- (2) The Client shall comply with all necessary approvals for entering into portal trading transactions as may be required;

- (3) The Client shall take all necessary steps to authorize execution, delivery and performance pertaining to the transactions while ensuring that the same are not conflicting or violating any law or regulatory requirements as applicable;
- (4) The Client shall keep IDBICapital informed of any action, suit or proceeding at law before any court, tribunal, governmental body, agency or official or any arbitrator;
- (5) All information furnished by or on behalf of the Client to IDBICapital shall be as of date be true, accurate, complete and not misleading in any material respect. The Client shall be responsible for intimating any material change which might have a effect on any of the transactions;
- (6) The Client agrees not to use, transfer, distribute or dispose of any information contained in the Portal in any manner that could compromise or imperil the interest of IDBICapital or its associates or affiliates;
- (7) The Client agrees to protect the proprietary rights of IDBICapital during and after the terms of the Agreement and to comply with all reasonable written request or its supplier of content or otherwise to protect their and others contractual, statutory and common law rights in the Portal;
- (8) The Client shall not copy, reproduce, distribute, modify, transmit, perform, decompile, disassemble, publish or create works from or in any way use the services in violation of terms and conditions;
- (9) The Client shall not rent, lease, sell, sublicense or lend any other person access to the Portal or services through the Portal;
- (10) The Client agrees not to indulge in fraudulent, abusive or illegal activity not limited to any activity designed or intended to fraudulently obtain access/use to the Portal;
- (11) The Client shall hold IDBICapital harmless for any and all claims, actual or perceived, caused directly or indirectly by regulatory restriction, exchange regulation, virus attacks, equipment failure, system failure, security failure, unauthorized access, suspension of trading, war, strike from executing any order, instruction and direction. Client shall not be compensated for lost opportunities viz. notional profits on orders, instructions, directions which could not be executed;

IDBICapitals limitation of liability:

IDBICapital shall not be liable for any inaccuracy, error or delay in or omission of:

- (1) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission, non performance or interruption in any data, information or message due to force majeure viz., flood, weather, earthquake or other acts of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communication, power failure, equipment or software malfunction or any other cause of action beyond the control of IDBICapital;
- (2) transmission or delivery of any such data or information or message as mentioned hereinabove;
- (3) the Client to notify IDBICapital in writing immediately of any loss, theft, unauthorized use, failure to receive

Signature of client:  (75/82)

message, failure to receive confirmation of execution or any other inaccurate information pertaining to balances, securities positions or transactions, failing which IDBICapital nor its officers, directors, employees, agents can or shall be responsible for any claims with respect to the same;

- (4) under no circumstances shall IDBICapital nor its employees, directors and third party agents involved in creating, producing, delivering or managing the services be liable for any direct, indirect, incidental, special or consequential damages or any damages whatsoever, including punitive or exemplary (including but not limited to damages arising out of virus attacks, personal injury, negligence, loss of profits, loss of data or business interruption, loss of privacy or any pecuniary loss or arising out of the inability to use the Portal or any links or arising from interruption, suspension or termination of services or failure to comply with any instructions for software installation whether based on contract, tort, strict liability or otherwise;

IDBICapital further undertakes:

- (1) IDBICapital shall transfer to and from the account of the Client on the basis of order, instruction, direction either standing or specific, only from a person on being duly authorized by the Client;
- (2) IDBICapital reserves the right to add, amend, revise, suspend or cancel in whole or in part any of the portal services available through the portal by posting appropriate notice in advance on the portal;
- (3) All services shall be made available on best effort basis to the Client;
- (4) IDBICapital may introduce new services in relation to the portal from time to time;
- (5) IDBICapital may entertain change in user access on receipt of a written mandate in the format prescribed, if any, by IDBICapital from time to time;
- (6) The terms and conditions shall survive the termination of any transaction and any failure or delay in exercising any right, power or privilege in respect of the terms and conditions is not to be presumed as a waiver of any of right, power or privilege unless expressly stated so;
- (7) In the event of any provision or condition of the terms and conditions being held invalid or enforceable by reason of any law, rule, administrative order or judicial decision by any court or regulatory or self regulatory agency or body shall be so only pertaining to that particular provision or conditions while the remaining provisions or conditions remain unaffected;
- (8) The facilities granted to the Client under the portal are not transferable under any circumstances;
- (9) IDBI capital may disclose Confidential Information as required to Comply with binding orders of government entities that have jurisdiction over it or as otherwise required by law, provided that the Receiving Party (i) gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy (except to the extent the Receiving Party's compliance with the foregoing would cause into violate a court order or other legal requirement), (ii) disclose only such information as is required by the government entity or otherwise required by law, and (iii) and uses commercially

reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

Events of default and termination:

Following are the list of events that constitutes an event of default which may lead to termination of the portal service:

- (1) failure by Client to comply with the terms and conditions specified hereunder and if not remedied on reasonable notice of the same being given;
- (2) failure to make good the payments due arising out of the portal transactions;
- (3) on IDBICapital becoming aware of any incorrect or misleading information made by the Client;
- (4) on a resolution passed for winding up (other than pursuant to a consolidation, amalgamation or merger);
- (5) on being declared an insolvent;
- (6) on instituting a suit against the Client seeking insolvency or bankruptcy and which if not dismissed within 30 days of presentation or on judgement of insolvency or bankruptcy;
- (7) on being liable in the position of a secured party wherein all the assets of the Client are disposed of or not dismissed, discharged, stayed or restrained within 30 days thereafter;
- (8) on becoming subject to appointment of any administrator, provisional liquidator, conservator, receiver, trustee, custodian or others pertaining to all its assets;
- (9) on any action being taken in furtherance of any of the above mentioned acts.

In the alternative the Client may terminate the portal services by giving one months written notice and the same shall effect on IDBICapital communicating its consent in writing. Such termination shall be without prejudice to the execution of all outstanding transactions entered into between the parties and IDBICapital shall be entitled to receive all fees, other monies becoming due on date of such termination. However, IDBICapital reserves its right to interrupt, suspend or terminate, at any time, without specifying any reason, the access of the Client to the portal services by serving the appropriate notice of the same on best effort basis without assigning any reason and without being liable for any loss/damages/cost of any nature whatsoever to the Client. The closure/ freezing of the accounts with IDBICapital shall be exercised only if there are no obligations pending to be met by the Client towards either IDBICapital and/or Affiliates.

The Client agrees that the proprietary and intellectual property rights pertaining to the portal transaction are solely the property of IDBICapital and any infringements upon any copyright, trademark or other contractual, statutory or common law rights shall be taken up to the fullest extent of law including the seeking of criminal prosecution. The Client agrees and acknowledges that the software underlying the services as well as other internet related software which are required for accessing service are the legal property of the respective vendors. The permission given by IDBICapital to access the services shall not convey any patent, copyright and licence, proprietary or ownership rights or other intellectual property rights in the above software.

Signature of client:  (76/82)

DECLARATION FOR MOBILE NO.

I, _____do hereby declare that my mobile no. is _____. Further, I designate the aforementioned mobile number to be used for giving me any information/alert/sms/call. I further authorise IDBI Capital Market Services Limited to send any

information/alert/sms/call at the said mobile number including but not limited to fundamental trading research data, trading calls and promotional messages and calls. I further declare the abovementioned statement is true and correct.

Signature of the Client  (77/82)

Name: _____

Verified by (to be done by _____)

Address: _____

Name of the Employee: _____

Phone No.: _____

Signature: _____

Date: _____

Date: _____

CONSENT TO RECEIVE THE STATEMENTS/ CONTRACT NOTE BY EMAIL

I/We hereby consent to receive from IDBI Capital Market Services Ltd (IDBI Capital), the digital contract notes, ledgers, transaction statements, Demat Statement of account/holding statement(s) and such other correspondence, documents, records by whatever name called (hereinafter referred to as "statement(s)") in electronic form duly authenticated by means of a digital signature as specified in the Information Technology Act, 2000 and the rules made there under, at the email id provided by me to IDBI Capital from time to time.

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

In this regard, I/We further agree that:

1. Email sent on the email account provided by me/us, which have not bounced back, shall be deemed to be duly delivered by me/us.
2. In the event of email sent by IDBI Capital bounces back due to insufficient space in my/our inbox or in the event any network problem occurs, IDBI Capital shall in no way be responsible for the same.
3. IDBI Capital shall not take cognizance of out-of-office/out-of-station auto replies and I/We shall be deemed to have received such electronic mails
4. Such Statements shall be deemed to have been delivered on the day when the email is sent by IDBI Capital.
5. IDBI Capital shall not be liable or responsible for any

Statement received from frauds or impostors or any consequences thereof.

6. IDBI Capital shall not be liable for any problem, which arises at my/our computer network because of my/our receiving any statements from IDBI Capital.
7. In case of any change in my email id, I/We undertake to communicate the same to IDBI Capital through a letter in writing or (through secured access if any by way of specific user id and password provided to me/us by IDBI Capital incase of the online clients).
8. I/We undertake to check the Statement and bring the discrepancies to IDBI Capital notice within the time period as specified under the relevant agreements entered into with IDBI Capital. My/Our non-verification or not accessing the statement on regular basis shall not be a reason for disputing the same at any time.

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

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

Signature of the Client:  (78/82)

Date:

DECLARATION FOR MAINTAINING RUNNING ACCOUNT
(Applicable only upto the end of the financial year. To be renewed on yearly basis)

I hereby authorize IDBI Capital to maintain my account, both securities and funds, with IDBI Capital on a running basis until the settlement date as given below and to consider the balances in my running funds/securities account with IDBI Capital or the purpose of margin or any other obligations due to IDBI Capital across any segment of any Exchanges and also authorize IDBI Capital to hold my credit in anticipation of the future debits in my account.

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

I/ We understand and agree that no interest will be payable to me/us on the amounts or securities so retained with IDBI Capital.

I understand that in the event I have outstanding obligations on the settlement date, IDBI Capital may retain the requisite securities/funds towards such obligations and may also retain the funds expected to be required to meet margin obligations for next 5 trading days, calculated in the manner specified by the exchanges.

I agree to bring any dispute arising from the statement of account or settlement made by IDBI Capital to the notice of IDBI Capital preferably within 7 working days from the date of receipt of funds/securities or statements, as the case may be.

I understand that such periodic settlement of running account

shall not be necessary in the following cases:

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

I understand that this authority for maintaining running account may be revoked by me at any time. I understand that such termination shall be subject to a notice period of 15 days from the date of physical delivery of revocation letter at your Head Office to allow you to make necessary changes to handle my account without running account authorization. I/We be liable for all losses, damages and actions which may arise as consequence of your adhering to and carrying out my/ our directions given above and further agree that you shall not be liable for any claim for loss or profit, or for any consequential, incidental, special or exemplary damages, caused by retention of securities/ monies under this agreement.

I hereby agree that actual settlement of funds and securities in my account may be made at least once as given below: (Please select one option)

- Calendar Quarterly* Calendar Monthly*

Signature of the Client:  (79/82)

Date:

AUTHORISATION TO BANK FOR DEBITING THE ACCOUNT

The Branch Manager

Dear Sir,

I/We _____ residing at _____
 _____ maintain a _____ Account No. _____ with your branch.

I/We hereby authorize the Bank to debit all types of commission/ fees ("Service Charges") payable by me / us and charges by IDBI Capital Market Services Limited through the ECS (Debit Clearing) facility to my bank account with you. I/We undertake that sufficient balances shall be maintained by me / us so that the right of the Bank to debit the service charges is not impaired. I/We hereby undertake not to revoke this authority without the written approval from the Bank.

(A/C HOLDER'S SIGNATURE SHOULD BE THE SAME AS IN BANK A/C INCASE OF JOINT ACCOUNT BOTH THE HOLDER MUST SIGN MANDATE)

SIGNED at _____, this _____ day of _____, _____

Signature  (80/82) _____ Name _____

Signature  _____ Name _____

Signature  _____ Name _____

(Please attach the photocopy of a cheque or a blank cancelled cheque issued by your bank for verifying the accuracy of the code number)

**SPECIMEN COPY OF THE RESOLUTION TO BE PASSED BY CORPORATE/SOCIETY/TRUST
 (TO BE OBTAINED ON THE LETTERHEAD OF THE CORPORATE/SOCIETY/TRUST)**

RESOLVED THAT the Company/ Trust/ Society be registered as a client with IDBI Capital Market Services Limited ("IDBI Capital"), Trading Member of the National Stock Exchange of India Ltd.(NSE) and the Bombay Stock Exchange Ltd. (BSE) for the purpose of trading in securities at BSE and NSE on any segment and IDBI Capital be and is hereby authorised to honour instructions given on behalf of the Company by any of the under noted Authorised Signatories who is/are authorized to sell, purchase, transfer, endorse, negotiate, sign documents and/or otherwise deal in securities and /or derivatives, through IDBI Capital

Sr. No.	Name	Designation	Specimen Signature
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

RESOLVED FURTHER THAT Mr _____, and / or Mr _____ Director / Authorized Signatories of the Company/ Trust / Society be and are hereby authorized to jointly/severally sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this resolution.

RESOLVED FURTHER THAT, the common seal of the company/ Trust/ Society be affixed, wherever necessary, in the presence of any directors/ trustees or of any one director and Company Secretary, who shall sign the same in token of their presence.

For _____
 (Chairman / Director / Company Secretary)

DECLARATION TO BE GIVEN BY PARTNERSHIP FIRM
(To be obtained on letter head of the firm)

Dated:

To
IDBI Capital Market Services Limited
5th floor, Mafatlal Centre,
Nariman Point,
Mumbai - 400 021.

Dear Sirs,

Please refer to the trading account opened in the name of _____ with IDBI Capital Market Services Limited.

We hereby authorise below mentioned partner(s) to give instructions to sell, purchase transfer, endorse, negotiate and / or otherwise deal in securities and /or derivative, given on behalf of the firm

Name	Signature
_____	_____
_____	_____
_____	_____

We acknowledge that a beneficiary account cannot be opened with a Depository Participant in the name and style of the partnership firm as per regulations. In order to facilitate the smooth operations of the above trading account for the purpose of completing the share transfer obligations, pursuant to the trading operations, we hereby authorize IDBI Capital Market Services Limited to recognize the beneficiary account no _____ with Depository _____ having DP ID _____ opened in the name of _____ who is the partner of the firm _____ (name of the firm) for the settlement of obligations in relation to securities for trades done on the Exchange.

Further we acknowledge that we the partners of the above mentioned firm are responsible for the liabilities thereof. We shall advise you in writing for any change that takes place in the constitution of the firm at any time in future.

Name and signature of all partners

1. _____
2. _____
3. _____
4. _____

Instructions: (To be signed by all partners under stamp of the firm)

UNDERTAKING FROM PARTNERSHIP FIRM
(Only when DP Account is to be opened with IDBI Capital Market Services Ltd)

To
IDBI Capital Market Services Limited
5th floor, Mafatlal Centre,
Nariman Point,
Mumbai - 400 021.

1. I / We, have submitted an application for opening a single / joint account for opening a Beneficial Owner [BO] account in the category 'individual' for holding and carrying out transactions in respect of securities belonging to our firm, since as per the clarification issued by the Department of Company Affairs vide its Circular No. 5/75 (8/18/75-CL-V) dated March 31, 1975, Partnership Firm is not capable of being a member within the meaning of Section 41 of The Companies Act, 1956.
2. I / we represent the firm.
3. In consideration of you having agreed to accept the Permanent Account Number [PAN] issued by the Income Tax Department [ITD] to the firm along with our individual identity documents, I / We acknowledge and undertake as under :-
 - a) The acceptance of the PAN number of our firm does not amount to you having taken notice of trust or recognise our firm.
 - b) I / We shall continue to be responsible for complying with the relevant provisions of The Companies Act, 1956 and the Rules made thereunder and other applicable Laws failing which I / we shall be responsible for the consequences thereof.

Name of the Partners

Signatures



(81/82)



ELECTRONIC CLEARING SERVICE
(Debit Clearing Mandate Form)
IDBI CAPITAL MARKET SERVICES LTD.
(DEPOSITORY DIVISION)

A/c No. Details

A/c. No.	Name	Signature

1. Name(s) : _____

2. Bank Name : _____

A) Branch Name : _____

B) 9-Digit MICR Code*: _____

C) Account Type : S.B. A/c (Code 10) Current A/c (Code 11) Cash Credit (Code 12)

D) Ledger No/Folio No. _____ Account No. _____

* *Appearing on the MICR Cheque Issued by the Bank*

I, hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I hereby agree to discharge the responsibility expected of me as a participant under the scheme.

 **(82/82)**

Date: _____

Signature of the Applicant

BANKER CERTIFICATION (Not required if photocopy of the cheque is enclosed)

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp:

Date: _____

Signature of authorised bank official

Acknowledgement of receipt of Client Registration Documents

I/We hereby confirm that I/We have received the copies of the Client Registration Form, Member Client Agreement, Combined Risk Disclosure Document and all other Documents duly executed by me and forming part of this Client Registration Application Form with Ms/ IDBI Capital Market Services Ltd.

Signature of the Client

SEBI Regn. No.: NSE CM-INB230706631 F&O-INF230706631, BSE CM-INB010706639 F&O-INF010706639
NSDL Registration No.: IN-DP-NSDL-12-96

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

Ver: CORP/JUL10/01