

Client Code



DHYAN STOCK BROKING PVT. LTD.

CLEARING NO.610 • SEBI REGN. NO. INB 011076735 / INF 01107635
Member : Bombay Stock Exchange Ltd.

ACCOUNT OPENING FORM

Unique Client Code _____

Sub-broker Code _____

Client Code _____

Phone _____

Email _____

Address _____

Registered Office:

Shop No.1&2, Maru Sadan, N. C. Kelkar Road, Dadar (West), Mumbai - 400 028.

Tel.: 022 - 2421 2611 - 15 • Fax.: 022 - 2421 6230

E-mail : dhyanstock@gmail.com

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INDICATIVE LIST

Copies of the following documents may be obtained after due verification with the originals thereof

For All Clients

- Copy of the Income Tax – PAN Card
- Photograph of the holders seeking to open an account and should be signed across.
- Proof of Identity (Copy of Passport, Voter ID or Driving License).
- Proof of Residence (Copy of Ration Card, Passport, Voter ID, Driving License, Bank Passbook, Residence Telephone Bill, Electricity Bill, Leave & License Agreement, Purchase Agreement).
- Letter from the Banker, certifying the Account Number and the period of which the Account is in operation. (In the format enclosed)
- Demat Account details (Copy of the Client Master Details or Latest Holding Statement)
- Original Cancelled Cheque.

For Corporate/Partnership/HUF/Trust/AOP/BOI Clients:

- Copies of the Annual Accounts for the last 2 financial years (Copies of Annual Accounts to be submitted every year).
- Net worth Certificate duly certified by Chartered Accountant.
- Certified Copy of latest Share Holding Pattern including list of all those holding more than 5% in the share capital of the company, duly certified by the Company Secretary/whole time Director/MD. (Copy of updated shareholding pattern to be submitted every year).
- Certified True Copies of the Memorandum and Articles of Association in case of a Company/Body Incorporate and Partnership deed in case of a Partnership firm
- Certified True Copy of the Resolution of Board of Director's approving participation in Equity/Derivatives/Debt trading and naming authorized persons for dealing in securities.
- Authority Letter
- Copy of Income Tax return
- Photographs of Partners/Whole time Directors/Managing Director/Executive Director and Individual Promoters holding 5% or more, either directly or indirectly, in the shareholding of the company and of persons authorized to deal in securities.
- List of all the Directors/Partners/Members of HUF/AOP/BOI

Personal Details of Promoters/Directors/Partners/Karta/Authorized Persons:

- Copy of Income Tax returns
- Salary Certificate (If applicable).

Additional requirements: For Minor:

- Authority letter from the guardian (In prescribed format)
- Minor birth certificate

NRI/NRE/NRO:

- PAN Card
- Passport copy
- Copy of Social Security Number/Green Card of Indian Passport Holder
- PINS (Portfolio Investment Scheme Letter) from an authorized bank by RBI
- Bank details as attested by the bankers stating the status of the account as mentioned by the NRI
- Power of Attorney for operating Trading, Demat and Bank Account in India
- Identity Address proof of PAN Card of the Power Of Attorney
- Foreign and Indian Address Proof

APPLICATION FOR CLIENT REGISTRATION

To,
Dhyan Stock Broking Pvt. Ltd.
Registered Office: Shop No.1&2,
 Maru Sadan, N. C. Kelkar Road,
 Dadar (West), Mumbai - 400 028.
 Tel.: 022 - 2421 2611 - 15 • Fax.: 022 - 2421 6230
 SEBI Registration No: INB/INF011076736

Please paste
 your
 Passport sized
 photo here and
 sign across it

The information to be given in the form, is the sole property of Dhyan Stock Broking Private Limited and would not be disclosed to anyone unless required by law or except with the express permission of the client.

PERSONAL DETAILS

Name of Client (Mr./Ms.)	First Name	Middle Name	Surname
Date of Birth*	dd / mm / yyyy	Nationality	
S/o / D/o / W/o	First Name	Middle Name	Surname
Unique Identification No.			
Permanent Account Number PAN			
Marital Status	Single	Married	Sex : Male Female
Residence Address (As per address proof attached)			
	City		State
	Country		Pin Code
Telephone No.(with STD/ISD Code)	Mobile	Landline	Fax
Email			
Residential Status	<input type="checkbox"/> Indian <input type="checkbox"/> NRI - Repatriable <input type="checkbox"/> NRI-Non Repatriable <input type="checkbox"/> Others (Please Specify) _____		
RBI / Authorized Dealer permission No. (If applicable)			
Correspondence Address (As per address proof attached)			
	City		State
	Country		Pin Code
Telephone No.(with STD/ISD Code)	Mobile	Landline	Fax
Email			

BANK DETAILS

(Through which transactions shall takes place. In case you wish to transact through more than one Bank A/c. Please attach the list of the same)			
Name of the Bank			
Branch and Address			
	Tel.		
Account Number		Date of A/c Opening	
Type of Account	<input type="checkbox"/> Saving <input type="checkbox"/> NRI <input type="checkbox"/> Others (Please Specify) _____		
(Copy of a Cancelled leaf / pass book / bank statement containing name of the constituent / bank ref. letter should be submitted.)			
Please submit a letter from you Bank certifying the aforesaid Account and the period for which this Account is operational.			
MICR No.:		IFSC Code:	

Client's Sign _____

DEPOSITORY DETAILS

(Through which transactions shall generally be routed)				
<input type="checkbox"/> CDSL <input type="checkbox"/> NSDL				
DP Name	DP Id	Beneficiary Name	Beneficiary ID	DP Address

QUALIFICATION

<input type="checkbox"/> Under Graduate	<input type="checkbox"/> Graduate	<input type="checkbox"/> Professional (Please Specify) _____
<input type="checkbox"/> Post Graduate	<input type="checkbox"/> Others (Please Specify) _____	

OCCUPATIONAL DETAILS

Occupation	<input type="checkbox"/> Employed	<input type="checkbox"/> Self Employed	<input type="checkbox"/> Business	<input type="checkbox"/> Profession	<input type="checkbox"/> Salaried	<input type="checkbox"/> Broker
	<input type="checkbox"/> Sub Broker	<input type="checkbox"/> Housewife	<input type="checkbox"/> Others (Please Specify) _____			
IF EMPLOYED						
Name of Employer						
Designation						
Office Address						
	City				State	
	Country				Pin Code	
Telephone No.(with STD/ISD Code)	Mobile		Landline		Fax	
IF SELF EMPLOYED / BUSINESS / PROFESSIONAL / OTHERS						
Name of Establishment						
Designation						
Office Address						
	City				State	
	Country				Pin Code	
Telephone No.(with STD/ISD Code)	Mobile		Landline		Fax	

FINANCIAL DETAILS

Income Range (per annum) : (Please tick which ever is applicable)		
<input type="checkbox"/> Below Rs. 1 Lac	<input type="checkbox"/> Between Rs. 1 Lac to Rs. 5 Lacs	<input type="checkbox"/> Between Rs. 5 Lacs to Rs. 10 Lacs
<input type="checkbox"/> Between Rs. 10 Lacs to Rs. 25 Lacs	<input type="checkbox"/> Above Rs. 25 Las	

INVESTMENT DETAILS/TRADING EXPERIENCES

<input type="checkbox"/> No Prior Experience
If no. of years
<input type="checkbox"/> ____ Year(s) in stock <input type="checkbox"/> ____ Year(s) in derivatives
<input type="checkbox"/> ____ Year(s) in other investment related fields (Please Specify) _____



Client's Sign _____

DETAILS OF REGISTRATION WITH OTHER BROKER

Whether Registered with any other Broker/Sub-broker of any exchange if yes, please provide details, If registered with Multiple members, provide details of all		<input type="checkbox"/> Yes <input type="checkbox"/> No
Broker's Name	Name of Exchange	Client Code
Details of any action taken ever by SEBI/Stock Exchange/RBI or any other authority for violation of securities laws/ other economic Offences. If yes, give details (attach annexure if required)		<input type="checkbox"/> Yes <input type="checkbox"/> No

DETAILS OF INTRODUCER

Introduction: Introduced by another constituent/director or employee of trading member / any other person (please specify)	
Name of Introducer	
Identity of Introducer	Client Code (if introduced by client)
	Employee Code (if introduced by employee)
	SEBI Registration Number (if introduced by sub-broker)
	Any other person (please specify)
Address of Introducer	
PAN No. of Introducer (if any)	
Signature of Introducer	
Name & Designation of employee who interviewed the client	
Date of Inperson Verification	
Signature of inperson verifier	

NOMINATION

Name of the Nominee	
Relationship with client	
Address of the Nominee	

OTHER DETAILS

Purpose & intended nature of the business relationship (as per PMLA requirement)	
Account settlement (as per SEBI requirement)	Once in a month / Once in a quarter

Client's Sign _____

TRADING PREFERENCE

Stock Exchange on which you wish to trade: (Please <input checked="" type="checkbox"/> in the relevant boxes)	
<input type="checkbox"/> NSE (Please sign)	<input type="checkbox"/> BSE (Please sign)
Market Segment on which you wish to trade: (Please <input checked="" type="checkbox"/> in the relevant boxes)	
<input type="checkbox"/> Cash Market (Please sign)	<input type="checkbox"/> Derivatives Market (Please sign)

TRADING PREFERENCE

Stock Exchange on which you wish in trade : (Please tick in the relevant boxes)

<input type="checkbox"/> NSE (Please sign _____)	<input type="checkbox"/> BSE (Please sign _____)
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Market Segment on which you wish in trade : (Please tick in the relevant boxes)

<input type="checkbox"/> Cash Segment (Please sign _____)	<input type="checkbox"/> Cash Market (Please sign _____)
<input type="checkbox"/> Derivative Market (Please sign _____)	<input type="checkbox"/> Derivative Market (Please sign _____)

DECLARATION

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

BROKERAGE SLABS - BSE

OVERALL				SCRIPWISE		
C.M.	Percentage	Paise	Minimum	Scrip	Percentage	Paise
Trading						
Same Day						
Delivery						
Odd Lot						

Client's Name :

Place :

Dated

DD	MM	YYYY
----	----	------

 Client's Sign _____

APPLICATION FOR CLIENT REGISTRATION FOR NON-INDIVIDUALS

To,
Dhyan Stock Broking Pvt. Ltd.
Registered Office: Shop No.1&2,
 Maru Sadan, N. C. Kelkar Road,
 Dadar (West), Mumbai - 400 028.
 Tel.: 022 - 2421 2611 - 15 • Fax.: 022 - 2421 6230
 SEBI Registration No: INB/INF011076736

Please paste
 your
 Passport sized
 photo here and
 sign across it

The information to be given in the form, is the sole property of Dhyan Stock Broking Private Limited and would not be disclosed to anyone unless required by law or except with the express permission of the client.

DETAILS (CORPORATES, FIRMS AND OTHERS)

Name of Company / Firm												
Date of Incorporation	dd / mm / yyyy											
Date of commencement of Business												
Registration No. with ROC												
Permanent Account Number PAN												
Place of Registration									Sex :	Male	Female	
Residential / Office Address (As per address proof attached)												
	City							State				
	Country							Pin Code				
Telephone No.(with STD/ISD Code)	Mobile					Landline			Fax			
Nature of Business												
Residential Status	<input type="checkbox"/> Indian <input type="checkbox"/> NRI - Repatriable <input type="checkbox"/> NRI-Non Repatriable <input type="checkbox"/> Others (Please Specify) _____											
RBI / Authorized Dealer permission No. (If applicable)												
Correspondence Address (As per address proof attached)												
	City							State				
	Country							Pin Code				
Telephone No.(with STD/ISD Code)	Mobile					Landline			Fax			
Email												

BANK DETAILS

(Through which transactions shall takes place. In case you wish to transact through more than one Bank A/c. Please attach the list of the same)

Name of the Bank			
Branch and Address			
	Tel.		
Account Number			Date of A/c Opening
Type of Account	<input type="checkbox"/> Saving <input type="checkbox"/> NRI <input type="checkbox"/> Others (Please Specify) _____		
(Copy of a Cancelled leaf / pass book / bank statement containing name of the constituent / bank ref. letter should be submitted.)			
Please submit a letter from you Bank certifying the aforesaid Account and the period for which this Account is operational.			
MICR No.:			IFSC Code:

Client's Sign _____

DEPOSITORY DETAILS

(Through which transactions shall generally be routed)

<input type="checkbox"/> CDSL <input type="checkbox"/> NSDL				
DP Name	DP Id	Beneficiary Name	Beneficiary ID	DP Address

DETAILS OF THE MANAGERIAL PERSONNEL:

Name of the promoters/partner/Karta				
Name				PAN
Residential Address				
	City			State
	Country			Pin Code
Office Address				
	City			State
	Country			Pin Code

NAME OF THE WHOLE TIME DIRECTORS:

1. Name				PAN
Residential Address				
	City			State
	Country			Pin Code
Office Address				
	City			State
	Country			Pin Code
2. Name				PAN
Residential Address				
	City			State
	Country			Pin Code
Office Address				
	City			State
	Country			Pin Code

NAME AND DESIGNATION OF THE PERSON AUTHORISED TO BE IN SECURITIES ON BEHALF OF THE COMPANY / FIRM / HUF / OTHERS AND THEIR RESIDENTIAL ADDRESS

1. Name				PAN
Designation				
Address				
	City			State
	Country			Pin Code
2. Name				PAN
Designation				
Address				
	City			State
	Country			Pin Code

 Client's Sign _____

3. Name											PAN										
Designation																					
Address																					
	City											State									
	Country											Pin Code									
4. Name											PAN										
Designation																					
Address																					
	City											State									
	Country											Pin Code									
5. Name											PAN										
Designation																					
Address																					
	City											State									
	Country											Pin Code									

FINANCIAL DETAILS

Income Range (per annum) : (Please tick which ever is applicable)			
<input type="checkbox"/> Below Rs. 1 Lac	<input type="checkbox"/> Between Rs. 1 Lac to Rs. 5 Lacs	<input type="checkbox"/> Between Rs. 5 Lacs to Rs. 10 Lacs	
<input type="checkbox"/> Between Rs. 10 Lacs to Rs. 25 Lacs	<input type="checkbox"/> Above Rs. 25 Lacs		

INVESTMENT DETAILS/TRADING EXPERIENCES

<input type="checkbox"/> No Prior Experience
If no. of years
<input type="checkbox"/> ___ Year(s) in stock <input type="checkbox"/> ___ Year(s) in derivatives
<input type="checkbox"/> ___ Year(s) in other investment related fields (Please Specify) _____

DETAILS OF INTRODUCER

Introduction: Introduced by another constituent/director or employee of trading member / any other person (please specify)	
Name of Introducer	
Identity of Introducer	Client Code (if introduced by client)
	Employee Code (if introduced by employee)
	SEBI Registration Number (if introduced by sub-broker)
	Any other person (please specify)
Address' of Introducer	
PAN No. of Introducer (if any)	
Signature of Introducer	
Name & Designation of employee who interviewed the client	
Date of Inperson Verification	
Signature of inperson verifier	

 Client's Sign _____

TRADING PREFERENCE

Stock Exchange on which you wish in trade : (Please tick in the relevant boxes)

NSE

(Please sign _____)

BSE

(Please sign _____)

Market Segment on which you wish in trade : (Please tick in the relevant boxes)

Cash Segment

(Please sign _____)

Cash Market

(Please sign _____)

Derivative Market

(Please sign _____)

Derivative Market

(Please sign _____)

DETAILS OF REGISTRATION WITH OTHER BROKER

Whether Registered with any other Broker/Sub-broker of any exchange if yes, please provide details, If registered with Multiple members, provide details of all			<input type="checkbox"/> Yes <input type="checkbox"/> No
Broker's Name	Name of Exchange	Client Code	
Details of any action taken ever by SEBI/Stock Exchange/RBI or any other authority for violation of securities laws/ other economic Offences. If yes, give details (attach annexure if required)			<input type="checkbox"/> Yes <input type="checkbox"/> No

NOMINATION

Name of the Nominee	
Relationship with client	
Address of the Nominee	

OTHER DETAILS

Purpose & intended nature of the business relationship (as per PMLA requirement)	
Account settlement (as per SEBI requirement)	Once in a month / Once in a quarter

DECLARATION

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

BROKERAGE SLABS - BSE

OVERALL				SCRIPWISE		
C.M.	Percentage	Paise	Minimum	Scrip	Percentage	Paise
Trading						
Same Day						
Delivery						
Odd Lot						

Client's Name :

Place :

Dated

DD	MM	YYYY
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Client's Sign _____

This agreement is entered between:

Dhyan Stock Broking Private Limited,, a body corporate, incorporated under the provisions of the companies act, 1956 and having its registered office at Shop No. 1&2, Maru Sadan, N. C. Kelkar Road, Dadar (West), Mumbai - 400 028. (hereinafter called "the stock broker") which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its assigns and successors in interest and itself in the capacity of a trading member while trading in the cash segment and derivatives segment, as the case may be, of the one part;

And

Mr./Ms/M/s _____ an Individual/a Sole Proprietary concern/a Partnership Firm/a HUF/a Body Corporate or any other legal entity registered/ incorporated under the provisions of the Indian partnership act, 1932/the companies act, 1956, having his/her/its residence/ registered office situated at _____

(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 partners for the time being of the said firm, the survivor or survivors of them, the member or members for the time being of the Hindu Undivided Family (HUF) and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the other part;

Witnesseth:

Whereas the stock broker's registered as the stock broker of the Bombay Stock Exchange Limited (hereinafter referred to as "the exchange") with the SEBI registration no. INB011076735 for cash segment and SEBI registration no. INF011076735 for derivative segment.

Whereas the client is desirous of investing / trading in those securities / contracts / other instruments admitted for dealings on the exchange as defined in the rules, bye-laws and regulations of the exchange and circulars issued there under from time to time

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

Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and

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

Whereas the stock broker and the client agree to be bound by all the rules, bye-laws and regulations of the exchange and circulars issued thereunder and rules and regulations of SEBI and relevant notifications of the government authorities as may be in force from time to time.

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

1. The client agrees to immediately notify the stock broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker at the time of opening of the account or at any time thereafter.
2. The stock broker declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
 - A. He/She has read and understood the risks involved in trading on a stock exchange.
 - B. He/She shall be wholly responsible for all his investment decisions and trades.
 - C. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
 - D. He/She is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the exchange, clearing house/clearing corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.

For Dhyan Stock Broking Pvt. Ltd

 Client's Sign _____

 Director Sign _____

- E. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The client agrees to pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the client's account, transactions and to the services that stock broker renders to the client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules regulations and bye-laws of the relevant stock exchange/SEBI.
 4. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the exchange or clearing corporation or SEBI from time to time.
 5. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for nonpayment of margins or other amounts outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
 6. The stock broker agrees that the money/ securities deposited by the client shall be kept in a separate accounts, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI rules and regulations circulars/ guidelines / exchanges rules/regulations/bye-laws and circulars.
 7. The client agrees to immediately furnish information to the stock broker in writing, if any windingup petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
 8. The stock broker agrees to inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules procedure of the relevant stock exchange.
 9. In the event of death or insolvency of the client or his/her/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, The stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall make good the losses, if any, or the stock broker arising these from or be entitled to any surplus from the stock broker which may result there from.
 10. The stock broker agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the client.
 11. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
 12. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom it may have had transactions in securities.
 13. The client and the stockbroker agree to refer any claims and/or disputes to arbitration as per the rules, byelaws and regulations of the exchange and circulars issued there under as may be in force from time to time.
 14. The stock broker, 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. The stock broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
 17. The stock broker and the client agree to abide by any award passed by the ombudsman under the SEBI (ombudsman) regulations, 2003 and any amendments made thereto.
 18. The stock broker and the client declare and agree that all the transactions executed by stock broker on behalf of the client on the Exchange are subject to Rules, Byelaws and Regulations and Circulars issued thereunder by the Exchange from



Client's Sign _____

For Dhyan Stock Broking Pvt. Ltd



Director Sign _____

and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Rules, 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 there under.

19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
20. Where the exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
21. This agreement shall forthwith terminate, if the stock broker for any reason ceases to be a Member of the stock exchange including the cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the board is cancelled.
22. The stock broker 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, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the rules, bye-laws and regulations of the exchange and circulars issued thereunder or rules and regulations of SEBI.
24. Words and expressions which are used in this agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the rules, byelaws and regulations of the exchange and circulars issued there under.
25. The provisions of this agreement shall always be subject to government notifications, any rules, regulations, guidelines and circulars issued by SEBI and rules, regulations and bye laws of the relevant stock exchange that may be in force from time to time.
26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that is shall not disclose the same to any person/ authority except as required under any law/regulatory requirements; provided however that the stock broker may so disclose information about its his client to any person or authority with the express permission of the client.

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

In Witness thereof the parties to the Agreement have caused these presents to be executed as of the day and year first above written.

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

a) Risk Disclosure Documents (RDD) Annexed to The SEBI Circular Ref. No. SEBI/MIRSD/DPS-I/Cir-31/2004 dated August 26, 2004.

Date: Client Name _____  Client's Sign _____		Date: M/s. Dhyan Stock Broking Pvt. Ltd. Director/Authorised Signatory (Stock-Broker)			
	Name & Address of Witness	Signature		Name & Address of Witness	Signature
1.			1.		
2.			2.		

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

 Client's Sign _____

For Dhyan Stock Broking Pvt. Ltd
 _____
 Director Sign

and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Rules, 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 there under.


19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
20. Where the exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
21. This agreement shall forthwith terminate, if the stock broker for any reason ceases to be a Member of the stock exchange including the cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the board is cancelled.
22. The stock broker 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, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the rules, bye-laws and regulations of the exchange and circulars issued thereunder or rules and regulations of SEBI.
24. Words and expressions which are used in this agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the rules, byelaws and regulations of the exchange and circulars issued there under.
25. The provisions of this agreement shall always be subject to government notifications, any rules, regulations, guidelines and circulars issued by SEBI and rules, regulations and bye laws of the relevant stock exchange that may be in force from time to time.
26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that shall not disclose the same to any person/ authority except as required under any law/regulatory requirements; provided however that the stock broker may so disclose information about its his client to any person or authority with the express permission of the client.

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

In Witness thereof the parties to the Agreement have caused these presents to be executed as of the day and year first above written.

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

a) Risk Disclosure Documents (RDD) Annexed to The SEBI Circular Ref. No. SEBI/MIRSD/DPS-I/Cir-31/2004 dated August 26, 2004.

Date: Client Name _____  Client's Sign _____		Date: M/s. Dhyan Stock Broking Pvt. Ltd. Director/Authorised Signatory (Stock-Broker)			
	Name & Address of Witness	Signature		Name & Address of Witness	Signature
1.			1.		
2.			2.		

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

 Client's Sign _____

For Dhyan Stock Broking Pvt. Ltd

 _____
Director Sign

(To be given by the Broker to the Client)

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

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 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 BSE and suffer adverse consequences or loss, you shall be solely responsible for the same and 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 the 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 BSE.

It must be clearly understood by you that your dealings on 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 BSE and its Clearing Corporation and guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by BSE or its Clearing Corporation/Clearing House and in force from time to time.

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 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 gets 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 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.



Client's Sign _____



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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.

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 (eg., "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 predetermined 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 / 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 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.



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You should therefore completely understand the following statements before actually trading in derivatives trading 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.
- 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 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 a 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 option markets or other markets. However, even where the writer has assumed a spread or other hedging position, 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. 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 in 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 identified 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.



Client's Sign _____



Sub Broker Sign _____

- 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 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 BSE and who holds a registration certificate as a stock broker from SEBI.

I hereby acknowledge that I have read and understood this risks in the disclosure statement and Annexure-1 containing my rights and obligations and retained a copy of these.

Name :

Designation :

Signature :

INVESTORS' RIGHT AND OBLIGATIONS : ANNEXURE-1

- 1.1 You should familiarise yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the stock market or the broking firm's insolvency or bankruptcy.
 - 1.1.1 Please ensure that you have a documentary proof of your having made deposit of such money or property with the member, stating towards which account such money or property deposited.
 - 1.1.2 Further, it may be noted that the extent to which you may recover such money or property may be governed by the Bye-laws and Regulations of BSE and the scheme of the Investors' Protection Fund in force from time to time.
 - 1.1.3 Any dispute with the member with respect to deposits, margin money, etc., and producing an appropriate proof thereof, shall be subject to arbitration as per the Rules, Byelaws/Regulations of BSE or its Clearing Corporation Clearing House.
- 1.2 Before you begin to trade, you should obtain a clear idea from your member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
- 1.3 You should exercise due diligence and comply with the following requirements of the BSE and/or SEBI:
 - 1.3.1 Please deal only with and through SEBI registered members of the Stock Exchange and are enabled to trade on the Exchange. All SEBI registered members are given a registration no., which may be verified from SEBI. The details of all members of BSE and whether they are enabled to trade may be verified from BSE website (www.india.com/ www.bseindia.com)
 - 1.3.2 Demand any such information, details and documents from the member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.
 - 1.3.3 Furnish all such details in full as are required by the member as required in "Know Your Client" form, which may also include details of PAN or Passport or Driving Licence or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by SEBI at any time, as is available with the investor.
 - 1.3.4 Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of BSE or Clearing Corporation Clearing House from time to time, because this may be useful as a proof of your dealing arrangements with the member.
 - 1.3.5 Give any order for buy or sell of a security in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the member.
 - 1.3.6 Ensure that a contract note is issued to you by the member which contains minute records of every transaction. Verify that the contract note contains details of order no., trade number, trade time, trade price, trade quantity, name of security, client code allotted to you and showing the brokerage separately. Contract notes are required to be given/sent by the member to the investors latest on the next working day of the trade. Contract note can be issued by the member either in electronic form using digital signature as required, or in hard copy. In case you do not receive a contract note on the next working day or at a mutually agreed time, please, get in touch with the Investors Grievance Cell of BSE, without delaying.
 - 1.3.7 Facility of Trade Verification is available on BSE website (www.bseindia.com), where details of trade mentioned in the contract note may be verified from the trade date upto five trading days. Where trade details on the website, do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of BSE.
 - 1.3.8 Ensure that payment/delivery of securities against settlement is given to the concerned member within one working day prior to the date of pay-in announced by BSE or its Clearing Corporation / Clearing House. Payments should be made only by account payee cheque in favour of the firm/company of the trading member and a receipt or acknowledgement towards what such payment is made be obtained from the member. Delivery of securities is made to the pool account of the member rather than to the beneficiary account of the member.
 - 1.3.9 In case pay-out of money and/or securities is not received on the next working day after date of pay-out announced by BSE or its Clearing Corporation / Clearing House, please follow-up with the concerned member for its release. In case pay-out is not released as above from the member within five working days, ensure that you lodge a complaint immediately with the Investors' Grievance Cell of BSE.
 - 1.3.10 Every member is required to send a complete "Statement of Accounts", for both funds and securities settlement to each of its constituents, at such periodicity as may be prescribed by time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof, to the member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell of BSE without delaying.



Client's Sign _____



For Dhyam Stock Broking Pvt. L

Director Sign _____

- 1.3.11 In case of a complaint against a member/registered sub-broker, you should address the complaint to the Office as may be specified by BSE from time to time.
- 1.4 In case where a member surrenders his membership, BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of BSE, ensure that you lodge a claim with BSE/NSCCL/Clearing House within the stipulated period and with the supporting documents.
- 1.5 In case where a member is expelled from trading membership or declared a defaulter, BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of BSE, ensure that you lodge a claim with BSE within the stipulated period and with the supporting documents.
- 1.6 Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/Bye-laws and the scheme under the Investors' Protection Fund (IPF) may be payable first out of the amount vested in the Committee for Settlement of Claims against Defaulters, on pro-rata basis if the amount is inadequate. The balance amount of claims, if any, to a maximum amount of Rs.10 lakhs per investor claim, per defaulter/expelled member may be payable subject to such claims being found payable under the scheme of the IPF.

Notes:

- 1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a trading member of BSE for the purpose of acquiring and / or selling of securities through the mechanism provided by BSE.
- 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 and who holds a registration certificate as a stock broker from SEBI.
- 3. BSE may be substituted with names of the relevant exchanges, wherever applicable.

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

I am/we are registered with _____, Member of the Bombay Stock Exchange (BSE) and the National Stock Exchange (NSE) and having SEBI Registration Number INB _____ (BSE) and INB _____ (NSE) And Trading Member of F&Q & Derivatives segment having SEBI Registration Number INF _____ (BSE) and INF _____ (NSE) And Currency Derivatives segment having SEBI Registration Number INE _____ (BSE) and INE _____ (NSE) respectively.

 Client's Sign _____

TRIPARTITE AGREEMENT BETWEEN STOCK BROKER, SUBBROKER AND CLIENT

This Agreement (hereinafter referred to as "Agreement") is entered into on this _____ day of _____ 20_____, by ,and between _____

_____ (name of the stockbroker) (hereinafter referred to as "the stock broker"), a _____ (type of entity) and having his/its office/registered office at _____

_____ (address), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executor administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Party

AND

_____ (name of the sub broker) (hereinafter referred to as "the sub broker"), a _____ (type of entity) and having his/its office/registered office at _____

_____ (address), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executor administrators and legal representatives/the partners for the time being of the said entity, 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 Party

AND

_____ (name of the client of the sub broker) (hereinafter referred to as "the client"), and individual / a _____ (type of entity) and having his/its office/registered office at _____

_____ (address), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executor administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Third Party

WHEREAS

1. The stock broker states that it is engaged, in the business of stock broking and is a Member of _____ (Name of stock exchange/s), (hereinafter referred to as "the stock exchange") with SEBI registration Number(s) _____

Client's Sign _____

Sub Broker Sign _____

For Dhyan Stock Broking Pvt. Ltd. Director Sign _____

2. The sub-broker states that:

a) The sub broker is recognized by _____ {Name of the stock exchange(s)} as a sub-broker affiliated to the stock broker of the stock exchange with sub-broker SEBI registration Number (s) _____

b) The sub-broker is not affiliated to any other member of the same stock exchange,

c) The sub-broker has the necessary infrastructure like adequate office space, equipment and manpower to effectively discharge his/its activities.

3. The Client is registered with the sub-broker as a client for purpose of availing broking services through the subbroker affiliated to the stock broker and is desirous of investing/trading in those securities/contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder from time to time. A copy of the Client Registration form is annexed hereto.

4. Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and

5. Whereas the stock broker has taken steps and shall take steps to make the client aware of the precise nature of the Stock broker's/sub broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker/sub broker acts.

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

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

 Client's Sign _____

 Sub Broker Sign _____

For Dhyan Stock Broking Pvt. Ltd

 Director Sign _____

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



Client's Sign _____



Sub Broker Sign _____



For Dhyan Stock Broking Pvt. L

Director Sign _____

20. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
21. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result therefrom.
22. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
23. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
24. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, member shall be entitled to cancel the respective contract(s) with client(s)
25. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
26. The client agrees to immediately notify the stock broker/sub broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker/sub broker at the time of opening of the account or at any time thereafter.
27. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
28. In addition to the specific rights set out in this Agreement, the stock broker, the sub-broker and the client shall be entitled to exercise any other rights which the stock broker, sub broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
29. The stock broker and the sub-broker hereby undertake to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements: Provided however that the stock broker or subbroker may so disclose information about his client to any person or authority with the express permission of the client.
30. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
31. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.

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

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

Member (Full name details of membership of the stock exchange and address)	Sub-broker Full name and details of recognition of the stock exchange and address	Client Full details and address

 Client's Sign _____

 Sub Broker Sign _____

For Dhyan Stock Broking Pvt. Ltd
 Director Sign _____

1. Refusal of orders for penny/ illiquid stock

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

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

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

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

2. Setting up client's exposure limits and conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client

The stock broker may from time to time impose and vary limits on the orders that the client can place through the stock broker's trading 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 etc.). The client is aware and agrees that the stock broker may need to vary or reduce the limits or impose new limits urgently on the basis of the stock broker's risk perception and other factors considered relevant by the stock broker including but not limited to limits on account of exchange/ SEBI directions/limits (such as broker level/ market level limits in security specific / volume specific exposures etc.), and the stock broker may be unable to inform the client of such variation, reduction or imposition in advance. The client agrees that the stock broker shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the stock broker's trading system on account of any such variation, reduction or imposition of limits. The client further agrees that the stockbroker may at any time, at its sole discretion and without prior notice, prohibit or restrict the client's ability to place orders or trade in securities through the stock broker, or it may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute / allow execution of orders due to but not limited to the reason of lack of margin / securities or the order being outside the limits set by stock broker / exchange/ SEBI and any other reasons which the stock broker may deem appropriate in the circumstances. The client agrees that the losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone.

The stock broker is required only to communicate / advise the parameters for the calculation of the margin / security requirements as rate(s) / percentage(s) of the dealings, through any one or more means or methods such as post / speed post / courier / registered post / registered A.D / facsimile / telegram / cable / e-mail / voice mails / telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; messaging on the computer screen of the client's computer; by informing the client through employees / agents of the stock broker; by publishing / displaying it on the website of the stock broker / making it available as a download from the website of the stock broker; by displaying it on the notice board of the branch / office through which the client trades or the circumstances, so require, by radio broadcast / television broadcast / newspapers advertisements etc; or any other suitable or applicable mode or manner. The client agrees that the postal department / the courier company / newspaper

company and the e-mail / voice mail service provider and such other service providers shall be the agent of the client and the delivery shall be complete when communication is given to the postal department / the courier company / the e-mail/voicemail service provider, etc. by the stock broker and the client agrees never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever and once parameters for margin / security requirements are so communicated, the client shall monitor his / her / its position (dealings (trades and valuation of security) on his / her / its own and provide the required / deficit margin / security forthwith as required from time to time whether or not any margin call or such other separate communication to that effect is sent by the stock broker to the client and / or whether or not such communication is received by the client.

The client is not entitled to trade without adequate margin / security and that it shall be his / her / its responsibility to ascertain beforehand the margin / security requirements for his / her fits orders / trades / deals and to ensure that the required margin / security is made available to the stock broker in such form and manner as may be required by the stock broker. If the client's order is executed despite a shortfall in the available margin, the client, shall, whether or not the stock broker intimates such shortfall in the margin to the client, make up the shortfall suo moto immediately. The client further agrees that he/she /it shall be responsible for all orders (including any orders that may be executed without the required margin in the client's account) & / or any claim / loss / damage arising out of the non availability / shortage of margin / security required by the stock broker & / or exchange & / or SEBI.

The stock broker is entitled to vary the form (i.e., the replacement of the margin / security in one form with the margin / security in any other form, say, in the form of money instead of shares) & / or quantum & / or percentage of the margin & / or security required to be deposited / made available, from time to time.

The margin / security deposited by the client with the stock broker are not eligible for any interest.

The stock broker is entitled to include / appropriate any / all pay out of funds & / or securities towards margin / security without requiring specific authorizations for each payout.

The stock broker is entitled to transfer funds & / or securities from his account for one exchange & / or one segment of the exchange to his / her / its account for another exchange & / or another segment of the same exchange whenever applicable and found necessary by the stock broker. The client also agrees and authorises the stock broker to treat / adjust his / her / its margin / security lying in one exchange & / or one segment of the exchange / towards the margin / security / pay in requirements of another exchange & / or another segment of the exchange.

The stock broker is entitled to disable / freeze the account & / or trading facility / any other service facility, if, in the opinion of the stock broker, the client has committed a crime / fraud or has acted in contradiction of this agreement or (is likely to evade / violate any laws, rules, regulations, directions of a lawful authority whether Indian or foreign or if the stock broker so apprehends.

3. **Applicable brokerage rate**

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

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

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

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

The client is aware that any request for change in the brokerage rate has to send in writing to the Branch who in turn will forward the request to Head Office of the stock broker. Acceptable / rejection of such request is at the discretion of stock broker.

4. **Imposition of penalty / delayed payment charges**

(i) **Imposition of Penalties**

BSE/NSE/Clearing Corporation/SEBI levies penalties on the broker for irregularities observed by them during the course of business. Stock Broker shall recover such imposed penalties/levies, if any, by BSE/NSE regulator/ Clearing

 Client's Sign _____

Corporation, from the client which arise on the account of dealings by such client. Such recovery would be by way of debit in the ledger of the client and amounts would be adjusted against the dues owed by Stock Broker to the clients.

(ii) Delayed payment charges

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

In the event if the client defaults in meeting its above said obligations towards Stock Broker, Stock Broker shall have absolute discretion to charge and recover from the client's account, delayed payment charges at such rate/manner/interval as may be determined by Stock Broker from time to time for the delayed period.

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

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

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

The client agrees to pay to the stock broker brokerage, commission, fees, all taxes, duties, levies imposed by the authority including but not limited to the stock exchanges (including any amount due on account of reassessment backlogs etc.), transaction expenses, incidental expenses such as postage, courier etc. as they apply from time to time to the client's account / transactions / services that the client avails from the stock broker.

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

The stock broker maintains centralized banking and securities handling processes and related banking and deposit accounts at designated place. The client shall ensure timely availability of funds/securities in designated form and manner at designated time and in designated bank and depository account(s) at designated place, for meeting his/her pay in obligation of funds and securities. The stock broker shall not be responsible for any claim/loss/damage arising out of non availability/short availability of funds/securities by the client in the designated account(s) of the stock broker towards meeting the pay in obligation, of either funds or securities. If the client gives orders / trades in the anticipation of the required securities being available subsequently for pay in through anticipated payout from the exchange or through borrowings or any off market delivery(s) or market delivery(s) and if such anticipated availability does not materialize in actual availability of securities / funds for pay in for any reason whatsoever including but not limited to any delay or shortages at the exchange or stock broker level / non release of margin by the stock broker etc., the losses which may occur to the client as a consequence of such shortages in any manner such as on account of auctions / square off / close outs etc., shall be solely to the account of the client and the client agrees not to hold the stock broker responsible for the same in any form or manner whatsoever.

In case the payment of the margin / security is made by the client through a bank instrument, the stockbroker shall be at liberty to give the benefit / credit for the same only on the realization of the funds from the said bank instrument etc. at the absolute discretion of the stock broker.

Where the margin / security is made available by way of securities or any other property, the stock broker is empowered to decline its acceptance as margin / security & / or to accept it at such reduced value as the stock broker may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as the stock broker may deem fit in its absolute discretion.

The stockbroker has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions/ securities/ shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage mentioned on the website, whichever is earlier. The stock broker will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of square off, the client agrees to bear all the losses based on actual executed prices. In case open position (i.e. short/long) gets converted into delivery due to non square off because of any reason whatsoever, the client agrees to provide securities/funds to fulfill the pay in obligation failing which the client will have to face auctions or internal close outs; in addition to this the client will have to pay penalties and charges levied by exchange in actual and losses, if any. Without prejudice to the foregoing, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

The stock broker is entitled to prescribe the date and time by which the margin / security is to be made available and the stock broker may refuse to accept any payments in any form after such deadline for margin / security expires.

Notwithstanding anything to the contrary in the agreement or elsewhere, if the client fails to maintain or provide the required margin/fund/security or to meet the funds/margins/securities pay in obligations for the orders /trade / deals with the client within the prescribed time and form, the stock broker shall have the right without any further notice or communication to the client to take any one or more of the following steps.

- (i) To withhold any payout of funds / securities.
- (ii) To withhold / disable the trading / dealing facility to the client
- (iii) To liquidate one or more security(s) of the client by selling the same in such manner and at such rate which the stock broker may deem fit in its absolute discretion. It is agreed and understood by the client that securities here includes securities which are pending delivery / receipt
- (iv) To liquidate / square off partially or fully the position of sale & / or purchase in anyone or more securities / contracts in such manner and at such rate which the stock broker may decide in its absolute discretion.
- (v) To take any other steps which in the given circumstances, the stock broker may deem fit.

The client agrees that the loss(s) if any, on account of any one or more steps as enumerated herein above being taken by the stock broker, shall be borne exclusively by the client alone and agrees not to question the reasonableness, requirements, timing, manner, form, pricing etc., which are chosen by the stock broker.

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

Stock broker shall not be obliged to deliver any securities or pay any money to the client unless and until the same has been received by the stock broker from the exchange, the clearing corporation/clearing house or other company or entity liable to make the payment and the client has fulfilled his/her/ its obligations first.

The policy and procedure for settlement of shortage in obligations arising out of internal netting of trades is as under:

- a) The short delivering, client is debited by an amount equivalent to 20% above of closing rate, of day prior to Pay-in/Payout Day. The securities delivered short are purchased from market on T+3 day which is the Auction Day on Exchange, and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client along with reversal entry of provisionally amount debited earlier.
- b) If securities cannot be purchased from market due to any force majeure condition, the short delivering seller is debited at the closing rate on T+3 day or Auction day on Exchange +10%. Where the delivery is matched partially or fully at the Exchange Clearing, the delivery and debits/credits shall be as per Exchange Debits and Credits.
- c) In cases or securities having corporate actions all cases of short delivery of cum transactions which cannot be auctioned on cum basis or where the cum basis auction payout is after the book closure / record date, would be compulsory closed out at higher of 10% above the official closing price on the auction day or the highest traded price from first trading day of the settlement till the auction day.

7. Temporarily suspending or closing a client's account at the client's request

(i) Based on the request of the Client Dyan Stocking Broking Pvt Ltd may temporarily suspend the client account and the same shall be activated on the written request of the Client only This suspension and activation will be subject to client accepting / adhering to conditions imposed by Dyan Stocking Broking Pvt Ltd including but not limited to settlement of account and/ or other obligation.

(ii) Based on the request of the Client in writing Dyan Stocking Broking Pvt Ltd can close the client account subject to client account being fully settled.

(iii) On the other hand, Dyan Stocking Broking Pvt Ltd may also withhold the payouts of Client and suspend the trading account due to Internal compliance / surveillance action or judicial or / and I regulatory order / action requiring client suspension. Dyan Stocking Broking Pvt Ltd can suspend the Client's trading account due to bouncing of contract notes on registered email id of the client or registered correspondence address of the Client or in case Dyan Stocking Broking Pvt Ltd is unable to complete any of its Client Identification process at any time during the continuance of the agreement between Client and Dyan Stocking Broking Pvt Ltd may also suspend the Client's trading account in its sale discretion for any other reason as deemed fit by Dyan Stocking Broking Pvt Ltd from time to time.

8. De-registering a client

Notwithstanding anything to the contrary stated in the agreement, the stock broker shall be entitled to terminate the agreement with immediate effect in any of the following circumstances:

- (i) If the action of the Client are prima facie illegal / improper or such as to manipulate the price of any securities or disturb the normal/ proper functioning of the market, either alone or in conjunction with others.
- (ii) If there is any commencement of a legal process against the Client under any law in force;
- (iii) On the death/lunacy or other disability of the Client;
- (iv) If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;



- (v) If the Client has voluntarily or compulsorily become the subject of proceedings under any bank insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing p as a relief undertaking;
- (vi) *If the Client being a partnership firm, has any steps taken by the Client and/or its partners for dissolution partnership;*
- (vii) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- (viii) If the Client has made any material misrepresentation of facts, including (without limitation) in relation Security;
- (ix) If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its ina to pay its debts, as they become payable;
- (x) If the Client suffers any adverse material change in his / her / its financial position or defaults in any agreement with the Stock broker;
- (xi) If the Client is in breach of any term, condition or covenant of this Agreement;
- (xii) If any covenant or warranty of the Client is incorrect or untrue in any material respect;

However notwithstanding any termination of tile agreement, all transactions made under / pursuant to this agree shall be subject to all the terms and conditions of this agreement and parties to this agreement submit to exclu jurisdiction of courts of law at the place of execution of this agreement by Stock Broker.

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

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

9. **Policy for Inactive clients / Dormant Account Policy.**

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



Client's Sign _____

CLIENT ACCEPTANCE OF POLICIES AND PROCEDURES STATED HEREINABOVE:

I/We have fully understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses this document any circumstances what so ever. These Policies and Procedures may be amended / changed unilaterally by the broker, provided the change is informed to me / us with through anyone or more means or methods such as post / speed post / courier / registered post / registered A.D / facsimile / telegram / cable / e-mail/ voice mails / telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer; by informing the client through employees / agents of the stock broker; by publishing/ displaying it on the webs: of the stock broker / making it available as a download from the website of the stock broker; by displaying it on the notice board of the branch / office through which the client trades or if the circumstances, so require, by radio broadcast / television broadcast / newspapers advertisements etc; or any other suitable or applicable mode or manner. I/we agree that the postal department I the courier company /newspaper company and the e-mail/ voice mail service provider and such other service providers shall be my/our agent and the delivery shall be complete when communication is given to the postal department / the courier company / the e-mail/voicemail service provider, etc. by the stock broker and I/we agree never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever. These Policies and Procedures shall always be read along with the agreement and shall be compulsorily referred to while deciding any dispute / difference or claim between me / us and stock broker before any court of law / judicial / adjudicating authority including arbitrator/ mediator etc. Notwithstanding anything to the contrary stated in the agreement, the stock broker shall be entitled to terminate the agreement with immediate effect in any of the following circumstances:



Client's Sign _____



Client's Sign _____

**SHARE HOLDING PATTERN
(FOR CORPORATE CLIENTS)**

To,
Dhyan Stock Broking Pvt Ltd/Dhyan Securities Pvt Ltd
Member :- Bombay Stock Exchange
Shop No.1&2 Maru Sadan,
N.C. Kelkar Road Dadar (W),
Mumbai :- 400 028.

Dear Sir/Madam,

Name of the share holder	No of Shares	% of holding

Thanking you,
Yours faithfully,

Client Signature :

Name:.....

DISCLOSURE REGARDING: PROPRIETARY TRADING.

Dear Clients,

Sub : Disclosure regarding: Proprietary Trading.

In pursuance of SEBI Circular No. : SEBI/MRD/SE/Cir-42/2003 dated November 19, 2003, with a view to increase transparency in the dealings between the trading member and their clients, all trading members are required to disclose to clients whether they do client based business or proprietary trading as well.

Accordingly, we inform you that we are doing client based business as well as proprietary trading in our office for Share trading activities.

Kindly acknowledge the receipt.

Yours Truly,

For

Director / Authorised Signatory (Stock Broker)

 Client's Sign _____

To,
Dhyan Stock Broking Pvt Ltd/Dhyan Securities Pvt Ltd
Member :- Bombay Stock Exchange
Shop No.1&2 Maru Sadan,
N.C. Kelkar Road Dadar (W),
Mumbai :- 400 028.

Dear Sir/Madam,

Client Code :

- 1) WHEREAS the Hindu Undivided Family of _____ (hereinafter referred to as the said joint family) carrying on the business in the firm name and style of _____ at _____ elsewhere (hereinafter referred to as the said HUF), have or desire to have Share Trading A/C with DHYAN STOCK BROKING (hereinafter referred to as 'Member') we, the undersigned, hereby declare.
- (a) that we are the present adult co-parceners of the said joint family
 - (b) that Shri _____ is the present Karta or manager of the said Joint Family.
 - (c) That we are entitled to trade in shares and open Share Trading Account of the said Joint Family.
 - (d) That each one of us has full and unrestricted authority to act on behalf, and bind, the said H.U.F and all the present as well as future members, both adults and minors, of the said joint family, howsoever constituted from time to time.
- 2) We confirm that the affairs of the said joint family and the business of the said H.U.F. are carried on mainly by the Karta / Manager, the said Shri _____ on behalf of and in the interest and for the benefit of all co-parceners of the said joint family. We hereby authorize the Karta / Manager Shri _____ on behalf of the HUF to deal in the Capital Market Segment (CM), futures and Options Segment (F&O), Currency Derivatives or any other segment that may be introduced by BSE/NSE in future and the said Trading Member is hereby authorized to honor all the instructions oral or written given by him on behalf of the HUF. Shri _____ is authorized to sell, purchase, transfer, endorse, negotiate documents and / or otherwise deal through DHYAN STOCK BROKING on behalf of the HUF. He is also authorized to sign, execute and submit such applications, undertakings, agreements and other requisite documents and writings and deed as may be deemed necessary or expedient to open account and give effect to this purpose. We are however, jointly and severally responsible for all liabilities of the said HUF to the Member and agree and confirm that any claim due to the member from the huff shall be recoverable from the assets of any one or all of us and also from the estate of the said joint family including the interest thereon of every coparcener of the said Joint Family, including the share of the minor co-parceners, if any.
- 3) We undertake to advise the member in writing of any change that may occur in the Karta / manager ship or in the constitution of the said joint family or of the said HUF and until receipt of such notice by the Member, the member will be entitled to regard each of the said joint family and as a partner of the said HUF and all acts, dealings and transactions purporting to have been done on behalf of the said joint family or of the said HUF before the member shall have received notice in the manner aforesaid, shall be binding on the said joint family and the said HUF and on the respective estates. We shall, however continue to be liable jointly and severally to the Member for all dues and obligations of all said HUF in the Member's book on the date of the receipt of such notice by the Member and until all such dues and obligations shall have been liquidated and discharged.



Client's Sign _____

4) We recognize that beneficiary account can be opened with Depository Participant only in the name of the Karta as per regulations. To facilitate the operations of the above share trading account with you and for the purpose of completing the share transfer obligations pursuant to the trading operations, we authorize you to recognize the beneficiary account no. with Depository opened in the name of Shri _____ who is the Karta / Manager of the HUF.

Name of the Co-parcener	Relationship	Date of Birth	Gender	Signature
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

5) We have received and read a copy of the Member's rules and regulations for the conduct of Share Trading Account and we agree to comply with and be bound by the said rules now in force of any changes that may be made therein from time to time.

Yours faithfully,

Client Name : _____

DRAFT

**DECLARATION BY NON-INDIVIDUAL
ON LETTERHEAD OF THE FIRM
(SOLE PROPRIETOR / HUF)**

To,
Dhyan Stock Broking Pvt Ltd/Dhyan Securities Pvt Ltd
Member :- Bombay Stock Exchange
Shop No.1&2 Maru Sadan,
N.C. Kelkar Road Dadar (W),
Mumbai :- 400 028

Dear Sir,

I refer to the trading account being opened / opened with you in the name of _____
and declare and authorize you as under.

I recognize that a beneficiary account cannot be opened with a depository participant in the name of a Sole Proprietorship as per Regulations. To facilitate the operation of the above trading account with you and for the purpose of completing share transfer obligations pursuant to the trading operations, I authorize you to recognize the beneficiary account no. _____ with depository _____
opened in the name of the undersigned who is the sole proprietor of the firm.

I agree that the obligation for shares purchased and or sold by the firm will be handled and completed through transfer to / the above mentioned account. I recognize and accept transfer made by you to the beneficiary account as complete discharge obligations by you in respect of trades executed in the above trading account of the firm.

Further I the undersigned am the sole proprietor of the firm and am responsible for the liabilities thereof. I shall advise you in writing of any change that takes place in the constitution of the firm and I will be personally liable to you for all the obligations that the firm may incur in the course of dealing with you and undertake to personally discharge such liabilities.

 Client's Sign _____

(Please sign with stamp of the firm)

Date: _____

(PLEASE SUBMIT THIS DRAFT LETTER SEPARATELY ON THE HUF/FIRM'S LETTER HEAD)

 Client's Sign _____

AGREEMENT BETWEEN STOCK BROKER AND CLIENT

The following clauses are not part of model formats of Uniform Set of Documents prescribed by SEBI under Uniform Documentary requirements vide its circular number SEBI/MIRSD/DPS-1/Cir-31/2004 dated August 26, 2004. These clauses have been added in order to ensure smooth functioning of trading and to enhance the transparency of Member-Client relation. The Client is further informed that these clauses are voluntary and the client may choose not to sign the same.

The Client and the Member, in addition to the above, also voluntarily agree to the terms and conditions stated herein below:

1. DEFINITIONS & INTERPRETATION:

In this Agreement, unless repugnant to the context or meaning thereof, words and expressions which are used herein but not defined shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Bye-laws and Regulations of the relevant Exchange.

1.1 In this Agreement, unless repugnant to the context or meaning thereof; "Associated Accounts" means the Associated Bank Account(s) and the Associated Depository Account(s).

"Associated Bank Account" means the current or saving bank account(s) or any funds account maintained by the Client (either solely or jointly with another or others) with the Designated bank(s) or such other Business Associate(s) as Dhyan Stock Broking Pvt Ltd may nominate for the purpose of depositing funds, and which account(s) has/ have been designated by the Client as an Associated Bank Account(s) for the purposes of this Agreement.

"Associated Depository Account" means the depository account(s) maintained by the Client (either solely or jointly with another or others) with the Designated Depository Participant and which account(s) has / have been designated by the Client as an Associated Depository Account(s) for the purposes of this Agreement.

"Available Funds Balance" means the amount of credit balance in the Associated Bank Account(s) or in the Client Account with Dhyan Stock Broking Pvt Ltd which is not subject to any lien or other encumbrance (except in favour of Dhyan Stock Broking Pvt Ltd pursuant to this Agreement) and which is freely available to Dhyan Stock Broking Pvt Ltd for blocking and appropriation towards the Client's dues to Dhyan Stock Broking Pvt Ltd, an Exchange, a Clearing Corporation / Clearing House, a Business Associate(s) and or any other individual, partnership, corporation, company, organization association trust or other entity.

"Available Stock Balance" means the Securities balance in the Associated Depository Account(s) or the Client Account with Dhyan Stock Broking Pvt Ltd which is not blocked or under any lien or other encumbrance and which is freely available to Dhyan Stock Broking Pvt Ltd for blocking and appropriation towards the Client's obligations to deliver the Securities to Dhyan Stock Broking Pvt Ltd, to an Exchange to a Clearing Corporation/House and/or to a Business Associate.

"Brokerage" means the amount charged by Dhyan Stock Broking Pvt Ltd the Client as brokerage for a primary/ secondary market trade or dealing or for any other Services. The term "Brokerage" does not include service tax or other taxes, trade/transaction or other fees (statutory or otherwise) and commissions that may be applicable in respect of the Services.

"BSE" means Bombay Stock Exchange Limited.

"Business Associates" includes the Designated Bank, the Designated Depository Participant and such other persons, firms, entities etc. that are either directly or indirectly involved in facilitating the provision of the Services and/or act as franchisees or agents of Dhyan Stock Broking Pvt Ltd in relation to the provision of the Services.

"Business Day" means any day on which the concerned Exchange(s) is operational for trading.

"Channel" means the channels or modes through which the Services may for the time being be accessed by Clients and through which the Service is for the time being rendered by Dhyan Stock Broking Pvt Ltd.

"Clearing House" or "Clearing Corporation" means the clearing house or clearing corporation (as the case may be), maintained by the applicable Exchange, to act as the agency for effecting delivery and settlement of contracts between clearing members of the Clearing House / Clearing Corporation.

"Client Account" means an account opened by Dhyan Stock Broking Pvt Ltd in the name of the Client in Dhyan Stock Broking Pvt Ltd records pursuant to this Agreement and the Client Registration Application Form, which may, in the discretion of Dhyan Stock Broking Pvt Ltd, be an account in relation to a single product/service or an account in relation to more than one product/service.

"Clients ID" means the unique identification assigned by Dhyan Stock Broking Pvt Ltd to each Client.

"Client Registration Application Form / Client Registration Form / Know-Your Client Form/Client Application Form" means the duly completed client registration application form of Dhyan Stock Broking Pvt Ltd filled up and submitted by the Client to Dhyan Stock Broking Pvt Ltd, to open a Client Account and to avail of the Services.

"Depository" means a 'depository' within the meaning of the depository Act, 1996.

"Depository Participant" means a 'participant' within the meaning of the Depositories Act, 1996.



Client's Sign _____

(a) "derivatives" and "options in securities", as defined in section 2 (aa) and 2(d) respectively of the Securities Contract (Regulation) Act, 1956 as amended from time to time; and

(b) Currency Derivatives; and

(c) such other forms of derivatives (if any), that are permitted to be dealt with on the relevant Exchange from time to time in accordance with the Rules, Byelaws and Regulations of that Exchange.

"Designated Bank" means such bank(s) and/or entity(ies) as Dhyan Stock Broking Pvt Ltd may specify in this behalf from time to time.

"Designated Depository Participant" means such Depository Participant(s) as Dhyan Stock Broking Pvt Ltd may specify in this behalf from time to time.

"ECN" means an electronically generated contract note or a digitally signed contract note issued by a certified agent.
"Exchange" means NSE, BSE, MCX-SX and such other stock exchange(s), if any, of which, Dhyan Stock Broking Pvt Ltd becomes a member, and over which Dhyan Stock Broking Pvt Ltd agrees to offer its Services to the Client; and Exchange shall be construed accordingly.

"Exchange Provisions" mean the Rules, Bye-laws, Regulations, handbooks, notices, circulars and resolutions of the concerned Exchange (or any segment of any of the concerned Exchanges) or the concerned Depository in force from time to time and includes the Minimum Requirements Handbook for ORS prescribed by the BSE and the NSE, circular dated 13 May, 2000 relating to internet based trading services, as amended from time to time.

"Good Delivery", in relation to securities, shall mean the timely delivery of freely transferable Securities which are considered as good delivery Securities by the concerned Exchange, SEBI and the concerned Clearing Corporation / House.

"Long Purchase" shall include a purchase order or trade given or entered into by the Client without sufficient Available Funds Balance.

"NSE" means the National Stock Exchange of India Limited.

"ORS" means Internet based trading through Order Routing

System, being a system approved by the concerned Exchange for enabling Clients to route their orders to their Member brokers over the Internet.

"ORS Service" means the service (being part of the Services) offered by Dhyan Stock Broking Pvt Ltd to its clients through ORS where under the Clients can route their orders for trading or dealing in Securities through the Dhyan Stock Broking Pvt Ltd Web Site.

"Outstanding Position" in a Security means the quantity and total value of that Security purchased (or sold) less the quantity and total value of that Security sold (or purchased) by the Client and not settled.

"Password" means the unique code(s) used by the Client to access the Services that he is entitled to receive. The nature and type of the Password may or may not vary depending upon the Channel through which a Service is being accessed by the Client.

"Dhyan Stock Broking Pvt Ltd Operations Handbook" or "Operations Handbook" or "Handbook of Operations" or "Handbook" means the Operations Handbook prepared by Dhyan Stock Broking Pvt Ltd, a copy of which may be made available by Dhyan Stock Broking Pvt Ltd to the Client, as amended, updated and modified by Dhyan Stock Broking Pvt Ltd from time to time.

"Dhyan Stock Broking Pvt Ltd Services" or "Services" means those services that Dhyan Stock Broking Pvt Ltd (either itself and/or through its Business Associates) may for the time being be rendering to its clients (whether as a member of an exchange or not), and which Dhyan Stock Broking Pvt Ltd may agree to render to the Client.

"Dhyan Stock Broking Pvt Ltd Web Site" means the Dhyan Stock Broking Pvt Ltd web site at or such other web site as may be hosted by Dhyan Stock Broking Pvt Ltd for access through the internet, through which Dhyan Stock Broking Pvt Ltd offers its Services.

"SEBI" means the Securities & Exchange Board of India. "Securities" shall include:

- (i) shares, scraps, stocks, bonds, debentures, debenture stock or other marketable securities of a like nature in or of an incorporated company or other body corporate;
- (ii) Derivatives, Currency Derivatives
- (iii) units of any other instrument issued by any collective investment scheme to the investor in such schemes;
- (iv) Government securities;
- (v) Such other instruments as may be declared by the Central Government to be securities;



Client's Sign _____

- (vi) Rights or interests in securities;
- (vii) Any other securities and instruments that are tradeable on any Exchange; and
- (viii) Any other securities or instruments that Dhyan Stock Broking Pvt Ltd may hereafter notify to its clients as being "Securities" for the purposes of this Agreement.

"Short Sale" shall include a sale order or trade given or entered into by the Client without sufficient Available Stock Balance.

"Squaring-off" a position means executing a trade or order so that the Outstanding Position in a Security is set off in full or in part and the terms "Square-off" and "Squared-off" shall be construed accordingly.

"Stop Order" means a stop transfer or similar order lodged with the relevant issuer, registrar or fiscal /governmental body and "Stop Order Notice" shall be construed accordingly to include officially published notice of loss, theft, cancellation, opposition or nullification proceedings.

"System" includes,

(i) The system hosted by Dhyan Stock Broking Pvt Ltd and/or a Business Associate on the internet through which the ORS Service is offered.

(ii) The - system implemented / installed by Dhyan Stock Broking Pvt Ltd and / or the Business Associates, for accepting orders and providing any part of the Service through the Channels.

(iii) Any other system offered by Dhyan Stock Broking Pvt Ltd and/or its Business "Trading Hours" means such period of a Business Day during which the concerned Exchange offers trading facilities to its members.

"Username" means login identification which may be used by the Client for accessing his Client Account(s) for availing the Services through the Channel.

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 Addendum, Annexures and Schedules to this Agreement shall form an integral part of this Agreement.

1.4 In this Agreement, unless repugnant to the context or meaning thereof

- (i) reference to the singular includes a reference to the plural and vice-versa,
- (ii) reference to any gender includes a reference to all other genders,
- (iii) references to Recitals, Clauses, Schedules and Annexures shall be deemed to be a reference to the recitals, clauses, schedules and annexures of or to this Agreement,
- (iv) reference to a person shall include its personal representative, and
- (v) 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.

1.5 TYPES OF SERVICES OFFERED

Dhyan Stock Broking Pvt Ltd agrees to provide, subject to the terms of this Agreement, such of the following services as Dhyan Stock Broking Pvt Ltd may in its discretion from time to time determine to offer to the Client and the Client agrees to avail from Dhyan Stock Broking Pvt Ltd.

- (i) Trading facilities
- (ii) Advisory services
- (iii) Such other services as permitted by SEBI and the Exchange from time to time, and which Dhyan Stock Broking Pvt Ltd in its discretion may determine to offer its clients. 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:

2. AGREEMENT TO PROVIDE AND AVAIL OF THE SERVICES

2.1 On and subject to the terms and conditions of this Agreement, the Dhyan Stock Broking Pvt Ltd Operations Handbook, the Exchange Provisions, other applicable laws, the terms of Dhyan Stock Broking Pvt Ltd Web Site, the contract notes / confirmation notes (as applicable) and such other term and conditions as may be prescribed by Dhyan Stock Broking Pvt Ltd from time to time.

- (i) Dhyan Stock Broking Pvt Ltd agrees to provide the Services to the Client, and
- (ii) The Client agrees to avail of the Services.

 Client's Sign _____

- 2.2 Dhyan Stock Broking Pvt Ltd reserves the sole and exclusive right to determine the Channels through which the Client may access/receive the Services. Dhyan Stock Broking Pvt Ltd reserves the right to, from time to time, discontinue the availability of any Channel to the Client without any prior notice and without assigning any reasons whatsoever for such discontinuance.
- 2.3 On the Client Registration Application Form being submitted by the Client, Dhyan Stock Broking Pvt Ltd may, at its sole discretion, open the Client Account. This Agreement shall become effective only upon Dhyan Stock Broking Pvt Ltd opening and activating such Client Account. The Client is aware and agrees that the mere execution and/or acceptance of this Agreement(s) by Dhyan Stock Broking Pvt Ltd does not oblige Dhyan Stock Broking Pvt Ltd to open a Client Account and Dhyan Stock Broking Pvt Ltd reserves the right to accept an applicant as a Client. Dhyan Stock Broking Pvt Ltd is not obliged to disclose reasons for not accepting the applicant as a client.
- 2.4 The Client confirms that he has read and understood, and agrees that he shall from time to time regularly continue to read and understand, the Exchange Provisions, the guidelines, Rules, Regulations and circulars issued there under by SEBI, and applicable laws, the Operations Handbook and the terms and conditions on the Dhyan Stock Broking Pvt Ltd Web Site.
- 2.5 The Client is aware of and agrees that in the course of transacting on the Exchange or otherwise, Dhyan Stock Broking Pvt Ltd acting by itself and/or through its Business Associates, will be acting as an agent of the Client, unless otherwise disclosed by Dhyan Stock Broking Pvt Ltd to the Client.
- 2.6 The Client hereby authorizes Dhyan Stock Broking Pvt Ltd to take all such steps, without being obliged to, on the Client's behalf as may be required or advisable in Dhyan Stock Broking Pvt Ltd's opinion or discretion for compliance with the Exchange Provisions or any other law or provisions or to complete or settle any trades entered into, through or with Dhyan Stock Broking Pvt Ltd and/or its Business Associates or executed by Dhyan Stock Broking Pvt Ltd on behalf of the Client.
- 2.7 Notwithstanding anything to the contrary in this Agreement,
- Dhyan Stock Broking Pvt Ltd may at any time in its sole discretion, prohibit or restrict the Client's access to the Dhyan Stock Broking Pvt Ltd Web Site or Services, without any prior notice and without assigning any reasons whatsoever. For the avoidance of doubt it is further clarified that Dhyan Stock Broking Pvt Ltd may at any time discontinue the availability of and/or refuse to render, any Service (whether previously rendered by Dhyan Stock Broking Pvt Ltd to the Client or not) whether generally to all its clients, to a group or groups of clients or to the Client alone, without any prior notice if Dhyan Stock Broking Pvt Ltd believes that to continue to offer such Services will or may contravene a law or regulation or if based on Dhyan Stock Broking Pvt Ltd's reasonable risk perception, the Services ought to be discontinued.
- 2.8 Dhyan Stock Broking Pvt Ltd and the Client shall be bound by the Exchange Provisions of the concerned Exchange on which the concerned trade is effected and the Rules, Regulations and/or Notifications (including the circulars issued thereunder) issued by SEBI from time to time, as well as other applicable law and common business practices.
- 2.9 Where Dhyan Stock Broking Pvt Ltd has permitted the Client to trade and avail of the Services only through the Internet, Dhyan Stock Broking Pvt Ltd shall be entitled (but not obligated) at the entire cost of the Client alone, to accept one-time instructions from the Client through other Channels. Such one-time permission from Dhyan Stock Broking Pvt Ltd shall not be construed as an authorization by Dhyan Stock Broking Pvt Ltd for such Client to have access to the Services through such other Channel.
- 2.10 For the avoidance of doubt, Dhyan Stock Broking Pvt Ltd hereby reserves the right to offer/make available all or any of the Services to the Client through a Business Associate(s). Dhyan Stock Broking Pvt Ltd shall be entitled to discontinue the Services through such Business Associate(s) without any prior notice and shall be further entitled to replace such Business Associate(s) at its sole discretion.
- 2.11 "Any research report or buy / sell recommendation issued to the client via sms, email or through any other mode of communication should not be considered as an offer to sell or a solicitation of any offer to buy or sell the Securities mentioned in it. The client should seek financial advice regarding the appropriateness of investing in any securities or investment strategies given in the research reports or recommended through SMS, email or through any other mode of communication and should understand that statements regarding future prospects may not be realized. The information contained in the research reports and buy / sell recommendation may have been taken from trade and statistical services and other sources, which we believe are reliable. Dhyan Stock Broking Pvt Ltd or any of its group companies do not guarantee that such information is accurate or complete and it should not be relied upon as such."

3. ASSOCIATED ACCOUNTS

- 3.1 For the avoidance of doubt it is clarified that notwithstanding anything to the contrary contained in this Agreement, Dhyan Stock Broking Pvt Ltd shall be entitled to require that the Client nominate only one Associated Bank Account and only one Associated Depository Account as the preferred account for the purpose of facilitating the Client's trading and settlements pursuant to this Agreement.
- 3.2 The Client shall at all times be the sole holder of each Associated Account provided that Dhyan Stock Broking Pvt Ltd may at its sole discretion permit the Client to designate accounts in which such Client is a joint account holder as his Associated Account(s), which permission shall not be unreasonably withheld by Dhyan Stock Broking Pvt Ltd. Provided that where an Associated Account is a joint account in accordance with the provisions of this clause, Dhyan Stock Broking Pvt Ltd shall have the right to require that the Client should be the first joint account holder of such account. Without prejudice to the foregoing, in the event that



Client's Sign _____

(a) any joint account holder refuses to execute and/or revokes the powers of attorney and/or instructions as required by clause 3.3 below, or

(b) any joint account holder(s) violates any of the terms of the power of attorney it has executed pursuant to clause 3.4 below,

Dhyan Stock Broking Pvt Ltd shall be entitled to refuse to offer any further Services to the Client until the Client has nominated a new Associated Account in which the concerned joint account holder is not a joint account holder.

3.3 The Client shall, forthwith on the execution of this Agreement, deliver to (i) the Designated Bank and Designated Depository Participant with whom the Client maintains the Associated Accounts, and (ii) to Dhyan Stock Broking Pvt Ltd; a power of attorney and instructions in the Dhyan Stock Broking Pvt Ltd prescribed format(s) (collectively "the Power of Attorney") executed by the Client and all other joint account holders (if applicable) of the Associated Accounts, inter alia, designating such accounts as Associated Accounts for the purposes of this Agreement, stating full details of the Associated Accounts, confirming and agreeing to the matters stated therein and authorising the Designated Bank or Designated Depository participant (as the case may be) to operate the Associated Accounts on the instructions of Dhyan Stock Broking Pvt Ltd, as more particularly stated in the Powers of Attorney.

3.4 The Client and/or the joint account holders (if applicable) of any Associated Account(s) shall not, without prior written consent from Dhyan Stock Broking Pvt Ltd, close an Associated Account or directly or indirectly operate or give instructions in respect of any Associated Account so as to prejudice Dhyan Stock Broking Pvt Ltd rights hereunder or under the authority of the Power of Attorney issued in its favour. In the event that the Client or the joint account holder(s) is in breach of its obligations herein, Dhyan Stock Broking Pvt Ltd shall, without prejudice to its rights under this Agreement or under applicable law, be entitled to recover from the Client, all or any loss suffered by Dhyan Stock Broking Pvt Ltd directly or indirectly on account of such breach from the funds and/or collateral/ margin of the Client available with Dhyan Stock Broking Pvt Ltd.

3.5 The Client may, with the prior written consent of Dhyan Stock Broking Pvt Ltd, change or substitute an Associated Account from time to time. In such event the Client and the other joint account holders, if any, of such new Associated Account shall execute a fresh Power of Attorney in the format(s) prescribed by Dhyan Stock Broking Pvt Ltd in accordance with Clause 3.4 herein, and the provisions of this Agreement relating to Associated Accounts shall apply to such new Associated Account and the account holders of such new Associated Account.

3.6 It shall be the responsibility of the Client to ensure that every joint account holder of an Associated Account, as well as such joint account holder's heirs, executors, administrators, successors and assigns comply with all the provisions of this Clause 3 as well as the other provisions of this Agreement to the extent that such provisions are applicable to and/ or require any act or forbearance on the part of the joint account holder. The Client shall indemnify, save, defend and hold harmless Dhyan Stock Broking Pvt Ltd, its directors, employees, partners, agents, affiliates and Business Associates from and against any and all losses, claims, liabilities and/or expenses which may arise as a result of any failure by the Client to comply with the provisions of this clause 3 and other applicable provisions of this Agreement.

4. USER NAME

4.1 The Client acknowledges that he is fully aware of and understands the risk associated with availing of a Channel for routing orders over the Internet or the telephone including the risk of misuse and unauthorized use of his Username and/or password by a third party and the risk of a person hacking into the Client Account on the System and unauthorized routing orders on behalf of the Client through the System and unauthorisedly routing orders on behalf of the Client through the System. The Client accepts full responsibility for the monitoring and safeguarding of the Client Account(s) and agrees that he shall be fully liable and responsible for any and all unauthorized use and misuse of his Password and/or Username, and also for any and all acts done by any person through any Channel System using the Client's Username in any manner whatsoever. The Client is aware that Dhyan Stock Broking Pvt Ltd is agreeable to offer the ORS Service and the facility of certain Channels of transmitting orders and instructions over the Internet and telephone on the condition that Dhyan Stock Broking Pvt Ltd is not liable or responsible for the misuse or unauthorized use of the ORS Services or of such Channels. The Client is aware that the Client has the option of not availing the ORS Service and/ or any other Channel that involve the transmission of orders and instructions over the telephone and internet and the Client acknowledges and agrees that the Client has voluntarily opted for the ORS Service and the telephone/internet enabled Channels hereby agrees to bear all risks, responsibilities and liabilities associated with it.

4.2 The Client shall immediately inform Dhyan Stock Broking Pvt Ltd in writing of any unauthorized use of the Client's Username and/or Password, with full details of such unauthorized use including the date of such unauthorized use, the manner in which it was unauthorisedly used, the orders /trades / dealings /settlements effected pursuant to such unauthorized use. Notwithstanding the aforesaid, it is clarified for the avoidance of doubt that the Client alone shall be responsible and liable for any or all losses, damages, costs or expenses suffered by the Client or any other person on account of such unauthorized use.

4.3 The Client agrees to provide information relating to his Username, Password and such other information as may be required while placing orders on the telephone to determine the identity of the Client.

4.4 The use and storage of any information including, without limitation, the Password, Username, portfolio information, trade/transaction activity, account balances and any other information or orders on the Client's personal computer shall be at the Client's own risk.



Client's Sign _____

4.5 The Client confirms that the orders entered through ORS Service shall be to the Client's account only and not on account of any third party and further that the Client shall not act as unregistered intermediary for any third party.

4.6 The CLIENT agrees that the MEMBER shall not be liable or responsible for non-execution of the orders of the CLIENT due to any link/system failure at the CLIENT/MEMBERS/ EXCHANGE end.

5. ORDER ROUTING AND EXECUTION

5.1 The Client shall transmit all orders to Dhyan Stock Broking Pvt Ltd by such of the Channels, as the Client is for the time being duly authorized in writing by Dhyan Stock Broking Pvt Ltd to transmit orders through. Provided that Dhyan Stock Broking Pvt Ltd may, in its sole discretion, require any order(s) placed through such Channels as it may from time to time specify, to be followed by a confirmation to Dhyan Stock Broking Pvt Ltd and/or a Business Associate in such manner as Dhyan Stock Broking Pvt Ltd may prescribe from time to time hereafter.

5.2 As a precondition for execution of a purchase order, Dhyan Stock Broking Pvt Ltd may in its sole discretion:

(i) require the Client to maintain, at the time of order placement by the Client, such amounts as Available Funds Balance in the Client Account with Dhyan Stock Broking Pvt Ltd and/or in the Associated Bank Account(s) as represents the full value of the order plus any Brokerage, service tax, transaction charges, associated costs and such mark-up as Dhyan Stock Broking Pvt Ltd may determine; and/or

(ii) require the Client to instruct the Designated Bank/Business Associate with whom the Client maintains the Associated Bank Account, to block the whole or a portion of the balance in one or more Associated Accounts in order to secure payment of the purchase price of Securities purchased or to be purchased by the Client plus any Brokerage, service tax, transaction charges, associated costs and such mark-up as Dhyan Stock Broking Pvt Ltd may determine, and/or the payment or performance of any other then current or possible future dues or other obligations of the Client; and/or

(i) require the amount of margin for the purchase order as prescribed by Dhyan Stock Broking Pvt Ltd to be available in the Client's margin account, if any with Dhyan Stock Broking Pvt Ltd.

5.3 As a precondition for execution of a sale order, Dhyan Stock Broking Pvt. Ltd. may in its sole discretion;

(i) require the Client, at the time of order placement to maintain such Securities as Available Stock Balance in the Associated Depository Account(s), as may be determined by Dhyan Stock Broking Pvt Ltd; and/or

(ii) require the Client, at the time of order placement to maintain such funds required for margin in the Client Account and/or Associated Bank Account(s) as may be required by Dhyan Stock Broking Pvt Ltd; and/or

(iii) require the Client to instruct the Designated bank and/or the Designated Depository Participant, with whom the Client maintains Associated Accounts are for the time being maintained, to block/transfer the whole or a portion of the cash and/or Securities balance in one or more Associated Accounts in order to secure the delivery of any Securities sold or proposed to be sold by the Client, the payment of margin and/ or the payment or performance of any other then current or possible future dues or other obligations of the Client; and/ or

(iv) require the amount of cash margin for the sale order as prescribed by Dhyan Stock Broking Pvt Ltd to be available in the Client's margin account, if any, with Dhyan Stock Broking Pvt Ltd.

5.4 In case of any Security, which is subject of a stop order, the Client shall take steps to cause such stop order to be promptly lifted. Any loss and expense on account of a trade/ transaction with regard to such Security shall be borne by the Client and the Client hereby agrees to indemnify Dhyan Stock Broking Pvt Ltd, its directors, employees, partners, agents, affiliates and Business Associates, in this regard.

5.5 On the day of placement of any order and/ or any day thereafter, Dhyan Stock Broking Pvt Ltd, in its discretion, shall be entitled to instruct the Designated Bank and/or the Designated Depository Participant, with whom the Associated Accounts are maintained to block, debit and/or transfer the whole or a portion of the balance in or from one or more Associated Accounts in order to secure or effect in favour of Dhyan Stock Broking Pvt Ltd the payment of the purchase price of Securities purchased or to be purchased by the Client, the delivery of any Securities sold or proposed to be sold by the Client and/or the payment or performance of margin and any other dues or obligations of the Client. In addition, Dhyan Stock Broking Pvt Ltd shall be entitled to, at any time, give such instructions to the Designated Bank, Business Associate and/ or the Designated Depository Participant with whom the Associated Accounts are maintained, for the payment or delivery of any amount or Securities which are then or may thereafter become payable or deliverable by the Client to Dhyan Stock Broking Pvt Ltd or any of its Business Associates, and the Client agrees that such Designated Bank, Business Associates and/ or the Designated Depository Participant shall give effect to such instructions, and the Client shall not do or omit to do anything which may prevent such Designated Bank, Business Associate and/or the Designated Depository Participant from acting on Dhyan Stock Broking Pvt Ltd's instructions.

5.6 The Client agrees that to the extent permitted by the law for the time being in force (i) instructions given by Dhyan Stock Broking Pvt Ltd to the Designated Bank, Business Associate and/ or the Designated Depository Participant under Clause 5.5 above to block/ debit and/ or transfer funds or Securities in or to debit or transfer from an Associated Account in connection with a trade/ transaction entered into or to be entered into by the Client with or through Dhyan Stock Broking Pvt Ltd will be given first priority over any instructions or cheques given or issued by the Client or any joint account holder by itself or through any other attorney of the Associated Account, (ii) funds of Securities once blocked on the instructions of the Client or Dhyan Stock Broking Pvt Ltd and/ or a Business Associate in connection with a trade/ transaction entered into or to be entered into by the Client with or through Dhyan Stock Broking Pvt Ltd or any Business Associate can be released only with the express written consent of Dhyan Stock Broking Pvt Ltd or any Business Associates to the designated Bank, any other Business Associate and/ or the Designated Depository Participant, and (iii) if the Client or Dhyan Stock Broking Pvt Ltd has given any blocking, holding, debit or other instructions in respect of any funds or Securities in any Associated Account in connection with a trade/ transaction entered into or to be entered into by the Client with or through Dhyan Stock Broking Pvt Ltd or any of its Business Associate, and the Designated Bank and/ or the Designated Depository Participant with whom the Associated Accounts are maintained, receives transfer, debit or other instructions in respect of such funds or Securities from the Client or any other person, then such Designated Bank and/ or the Designated Depository Participant shall first give effect to the instructions issued by Dhyan Stock Broking Pvt Ltd or its Business Associates.

5.7 All orders for dealing or trading in Securities and other instructions routed through the System via the Client's Username or Client ID shall be given and/or deemed to have been given by the Client.

5.8 All orders authorized by the Client for the purchase/sale of the Securities, which may be listed on more than one exchange may be executed on any Exchange by Dhyan Stock Broking Pvt Ltd unless otherwise specifically directed by the Client at the time of submitting the order.

5.9 The Client understands that placing an order with Dhyan Stock Broking Pvt. Ltd., including a market order, does not guarantee execution of the order.

5.10 Dhyan Stock Broking Pvt. Ltd. shall not be deemed to have received an order unless and until it has actually received the order in the order-receiving module of the Channel concerned. The Client shall not be entitled to presume that any order transmitted by the Client has been received by Dhyan Stock Broking Pvt. Ltd. until Dhyan Stock Broking Pvt. Ltd. has confirmed receipt of such order in manner set out in Clause 11.

5.11 The issuance of a contract note/confirmation note by Dhyan Stock Broking Pvt. Ltd. (as prescribed in Clause 11.1) will establish an enforceable obligation on the part of the Client, and the Client shall be solely liable for, and agrees to indemnify, defend and hold harmless Dhyan Stock Broking Pvt. Ltd., its officers, directors, employees agents and/ or Business Associates from and against any and all claims, liability, damages and/ or costs (including but not limited to legal fees) arising from out of or in connection with any order given by the Client.

5.12 The Client shall be allowed to trade or deal only during Trading Hours. However, Dhyan Stock Broking Pvt. Ltd. may at its discretion, agree to receive orders even outside Trading Hours. Dhyan Stock Broking Pvt. Ltd. may accumulate such orders received outside Trading Hours and route such orders for possible execution when the concerned Exchange next opens for trading.

5.13 All orders duly received by Dhyan Stock Broking Pvt. Ltd. through the System or otherwise through any Channel shall be valid as against the Client until separately cancelled in accordance with the provisions of this Agreement or automatically cancelled by the Exchange.

5.14 The Client agrees to ensure that all orders and instructions which Dhyan Stock Broking Pvt. Ltd. receives from the Client are absolutely clear and unambiguous; and the Client agrees that if any instructions or orders or any details thereof are not absolutely clear and unambiguous, Dhyan Stock Broking Pvt. Ltd., its employees or authorised representative shall be entitled to interpret the same as per his/their understanding and such understanding and interpretation shall be treated as final and binding upon the Client. The Client further agrees that Dhyan Stock Broking Pvt. Ltd. may refuse to execute an incomplete or ambiguous instruction. The Client shall be solely liable for any error made in composing or transmitting an instruction to Dhyan Stock Broking Pvt. Ltd..

5.15 The Client understands and agrees that with respect to a market order or any other order, the client will receive the price at which the Client's order is actually executed by the Exchange's systems, and such price may be different from the price at which the Security is trading when the Client's order is entered into the System or duly received by Dhyan Stock Broking Pvt. Ltd. through a Channel. The Client shall not hold Dhyan Stock Broking Pvt. Ltd. for any loss suffered by the Client due to any price difference.

5.16 Dhyan Stock Broking Pvt. Ltd. may from time to time in its discretion impose and vary limits on the orders and trades which the Client can place and enter into through the System and/ or Service (including margin percentage 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). Dhyan Stock Broking Pvt. Ltd. may choose not to intimate the Client of the limits and any variation thereof. The Client is aware and agrees that Dhyan Stock Broking Pvt. Ltd. may need to urgently vary the limits or impose new limits or prohibit or restrict the Client's ability to place orders or trade in Securities through Dhyan Stock Broking Pvt. Ltd. on the basis of Dhyan Stock Broking Pvt. Ltd.'s risk perception and other factors considered relevant by Dhyan Stock Broking Pvt. Ltd., and Dhyan Stock Broking Pvt. Ltd. may not necessarily inform the Client of the same. The Client agrees that Dhyan Stock Broking Pvt. Ltd. shall not be responsible or liable for the Client's inability to place any order, enter into any trade and/ or square-off any transaction that Dhyan Stock Broking Pvt. Ltd. may need to initiate on account of any such variation, imposition, restriction or prohibition.



5.17 Dhyan Stock Broking Pvt. Ltd. shall have the right to refuse or to accept the whole or a part of any order or instruction received by Dhyan Stock Broking Pvt. Ltd. from the Client, and/ or refuse to execute the whole or a part of any accepted order or instruction. In particular and without prejudice to the generality of the foregoing, Dhyan Stock Broking Pvt. Ltd. may not accept or execute the whole or a part of any order or instruction: - (i) based on Dhyan Stock Broking Pvt. Ltd. risk perception of such order; or instruction; or if Dhyan Stock Broking Pvt. Ltd. believes that to accept or execute such an order or instruction will or may contravene a law or regulation or if the order is out of the limits of the Available Fund Balance or the Available Stock Balance of the Client.

5.18 Though orders will generally be routed through the Exchange's systems within a few seconds from the time the order is placed by the Client on the System, Dhyan Stock Broking Pvt. Ltd. shall not be liable for any delay in the execution of the order for any reason whatsoever or for any resultant loss on account of the delay.

5.19 The Client agrees that Dhyan Stock Broking Pvt. Ltd. may at its sole discretion subject any order placed by a Client to a manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.

5.20 Dhyan Stock Broking Pvt. Ltd. may at its sole discretion allow or disallow margin trading, at any time, by the Client and generally in relation to the Services or specifically in relation to any particular Security(ies).

5.21 Dhyan Stock Broking Pvt. Ltd. may employ/authorise sub brokers and/or agents to act on its own behalf or on behalf of the Client in connection with execution of any order or consummation of any other dealing hereunder, and Dhyan Stock Broking Pvt. Ltd. shall be responsible only for reasonable care in the selection, appointment and/or action of such sub-broker and/or agent.

6. TRANSACTIONS AND SETTLEMENTS

6.1 The Client's orders and instructions and all contracts, trades and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions and other applicable law. The Client shall be responsible for paying and delivering to Dhyan Stock Broking Pvt. Ltd. the required funds or Good Delivery Securities by such time as Dhyan Stock Broking Pvt. Ltd. may specify for fulfilment of the Client's payment and delivery obligations. In the event the Client fails to deliver to Dhyan Stock Broking Pvt. Ltd., the Securities that have been sold by or for the Client, when required by Dhyan Stock Broking Pvt. Ltd., then Dhyan Stock Broking Pvt. Ltd. shall be entitled, but not bound to, at its discretion and at the risk and cost of the Client, borrow or otherwise obtain such Securities to enable Dhyan Stock Broking Pvt. Ltd. to deliver to the relevant Clearing House/ Clearing Corporation, as the case may be. The client agrees and shall ensure that the pay-in of funds and/or securities shall be made from the client bank and demat account respectively and not from any other parties bank and demat account

6.2 Dhyan Stock Broking Pvt. Ltd. may, but shall not be bound to, at its discretion and at the risk and cost of the Client, square-off all or any Outstanding Positions of the Client on any/ all Exchange(s) and segment(s) in such manner as Dhyan Stock Broking Pvt. Ltd. thinks fit and without any prior notice to or approval of the Client. The Client agrees to bear and pay all losses arising from such Squaring-off. In particular and without prejudice to the generality of the above.

(a) If the Client has entered into a Short Sale or a Long Purchase then Dhyan Stock Broking Pvt. Ltd. shall be entitled to square-off any time before the Client has Squared-off his Short Sale or Long purchase position Square-off and/ or carry forward the whole or part of the Short Sale or Long purchase position on any day, at the price determined by Dhyan Stock Broking Pvt. Ltd. at the market price and in any manner as Dhyan Stock Broking Pvt. Ltd. thinks fit, or permit the Exchange to close out or auction the position; and the aforesaid shall be at the Client's risk and cost including Brokerage, trade transaction charges and penalty on Square-Off/Close-out.

(b) If the Client has been permitted to do margin trading, Dhyan Stock Broking Pvt. Ltd. shall be entitled to Square-off the Client's Outstanding position, inter alia, where, in Dhyan Stock Broking Pvt. Ltd. opinion, the actual loss and/ or the net loss on the Outstanding positions of the Client has breached or may breach the margins maintained by the Client with Dhyan Stock Broking Pvt. Ltd., where the margin or collateral placed by the Client and made available with Dhyan Stock Broking Pvt. Ltd. falls short of Dhyan Stock Broking Pvt. Ltd. requirements, where any limit given to the Client has been breached or where the Client has defaulted on any existing obligation.

(c) Dhyan Stock Broking Pvt. Ltd. may Square-off any Outstanding Position(s) of the client due to all or any of the following:

(i) the volatility in the market;

(ii) any restrictions in relation to volume of trading/ outstanding business or margins stipulated by any Exchange/ Clearing Corporation/Clearing House and/or Dhyan Stock Broking Pvt. Ltd.

(iii) delays by the Client in meeting his obligations/ dues to Dhyan Stock Broking Pvt. Ltd. and/or the Clearing Corporation/Clearing House.

6.3 Dhyan Stock Broking Pvt. Ltd. shall have the right to retain and/or set-off and adjust any amounts payable to the Client against any present or future receivables from the Client (whether accrued or contingent). More particularly, Dhyan Stock Broking Pvt. Ltd. shall have the right to:

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(i) set off and adjust all funds, receivables, collateral/ margins of the Client lying with Dhyan Stock Broking Pvt. Ltd. and/ or with the Designated Bank or Business Associate with whom the Associated Bank Account is maintained, and/ or any amounts payable to the Client against all dues and receivables of, and amounts payable by the Client, across segments and/ or Exchanges for the settlement of dues and/or for margin/ collateral requirements, of the Client, without any reference/ notice to the Client.

(ii) set off and adjust all Securities of the Client lying with Dhyan Stock Broking Pvt. Ltd. or with the Designated Depository Participant with whom the Associated Depository Account is maintained across segments and/or Exchanges for the settlement of the Client's Outstanding Positions in any segment of Exchange, without any reference or notice to the Client.

(iii) set-off and adjust all funds, receivables, collateral/ margins of the Client lying with Dhyan Stock Broking Pvt. Ltd. and/or with the Designated Bank or Business Associate with whom the Associated Bank Account is maintained and/or any amounts payable to the Client, as well as all Securities of the Client lying with Dhyan Stock Broking Pvt. Ltd. and/ or the Designated Depositors Participant with whom the Associated Depository Account is maintained in relation to a particular Service, against all present and future dues and receivables of, and amounts payable by, the Client in relation to any other Service or, for the settlement of the Client's Outstanding Positions in relation to any other Service, without any reference to the Client.

(iv) set-off and adjust all monies and/or Securities owed to or through Dhyan Stock Broking Pvt. Ltd., by the Persons mentioned in the Letter of Authority appended to this Agreement, against monies and/or Securities owed to the Client by Dhyan Stock Broking Pvt. Ltd., without any reference to the Client. This clause 6.4(iv) is irrevocable and shall continue to apply until all the obligations and dues of, the Client and all the Persons mentioned in the Letter of Authority, are completely fulfilled and settled to the satisfaction of Dhyan Stock Broking Pvt. Ltd.

The client hereby waives any and all objection to, and here by authorizes Dhyan Stock Broking Pvt. Ltd. to adjust/appropriate its funds, receivables and margins, collaterals and/or Securities as foresaid.

6.4 All Securities and/or funds in the Associated Accounts respectively or in the Client Account or otherwise with Dhyan Stock Broking Pvt. Ltd. (whether such accounts be single or joint) shall be subject to a lien for the discharge of any all then current or future indebtedness or any other obligation (including contingent indebtedness or obligation) that the Client may have towards or through Dhyan Stock Broking Pvt. Ltd. and/or its Business Associate; and the same may be held by Dhyan Stock Broking Pvt. Ltd. as security for the discharge thereof.

6.5 In enforcing its set off, lien and/or other rights, Dhyan Stock Broking Pvt. Ltd. may, in its sole discretion, determine which Securities are to be sold or appropriated, which account is to be debited or which Outstanding Positions are to be closed.

6.6 All cheques, drafts, pay orders etc issued by the Client against his/ its pay-in/ collateral/ margin/ other charges etc shall be strictly contain his/ its client code (Trading Account Code) or unique client code. The Client agrees and confirm that any cheques, demand draft, pay order etc issued without such detail shall not be credited in the Client's ledger account unless verification, to the satisfaction of Dhyan Stock Broking Pvt. Ltd. is produced by the Client, and the Client shall not claim the said amount from Dhyan Stock Broking Pvt. Ltd. in the event that such amount is credited to any other client's account..

6.7 The Client shall not, acting alone or in concert with others, directly or indirectly hold and control derivatives/ currency derivatives future & options contracts in excess of the number of permitted futures & options contracts as fixed from time to time by the Exchange.

6.8 The Client shall not exercise a Long Purchase or Short Sale, whether acting alone or in concert with others, directly or indirectly, in excess of the number of permitted futures & options contracts as may be fixed from time to time by the Exchange.

6.9 It is the responsibility of the client to monitor the client Wise position limits in respect of securities as specified by the Exchanges from time to time. The client agrees to indemnify Dhyan Stock Broking Pvt. Ltd. in case of any violation in this regard.

7. COLLATERAL & MARGIN

7.1 The Client agrees and undertakes to immediately deposit with Dhyan Stock Broking Pvt. Ltd., such amount of, and such type of collateral and margin, as Dhyan Stock Broking Pvt. Ltd. may in its sole discretion from time to time requires as and by way of an interest free collateral/ margin. The manner in which the Client with Dhyan Stock Broking Pvt. Ltd. shall validly deposit such collateral margin is set out in Clause 8.

7.1.1 Dhyan Stock Broking Pvt. Ltd. shall have the sole and absolute discretion to refuse any collateral/ margin offered by a Client. Dhyan Stock Broking Pvt. Ltd. shall be entitled in its sole discretion to revise the amount of and/ or modify or revise the type of collateral/ margin it shall require from the Client from time to time. Dhyan Stock Broking Pvt. Ltd. shall also be entitled to prescribe haircut percentages from time to time in relation to any collateral/ margin and revise the same at any time without giving any prior notice to the Client. Current haircut percentages in relation to collateral/ margins shall be provided by Dhyan Stock Broking Pvt. Ltd. on the Dhyan Stock Broking Pvt. Ltd. Web Site and shall be otherwise available upon demand at Dhyan Stock Broking Pvt. Ltd. office(s) and/ or the offices of its Business Associates, and the Client agrees to keep himself updated in respect thereof.



7.2 The Client agrees that Dhyan Stock Broking Pvt. Ltd. shall be entitled in its sole discretion to require the Client to deposit with Dhyan Stock Broking Pvt. Ltd. a higher collateral/ margin than that prescribed by the Exchange or any other applicable law. Dhyan Stock Broking Pvt. Ltd. shall also be entitled to require the Client to keep permanently with Dhyan Stock Broking Pvt. Ltd. a deposit/ collateral/ margin of a value specified by Dhyan Stock Broking Pvt. Ltd. so long as the Client desires to avail of Dhyan Stock Broking Pvt. Ltd. Services. If any Security is found not to be of Good Delivery at any time after its delivery to Dhyan Stock Broking Pvt. Ltd., Dhyan Stock Broking Pvt. Ltd. is entitled to reduce the amount attributable to such Security in the Client Account and the Client shall immediately replace the same, failing which Dhyan Stock Broking Pvt. Ltd. is entitled to revise the limits of the Client and/ or Square-Off any Outstanding Position.

7.3 The Client hereby gives to Dhyan Stock Broking Pvt. Ltd. an irrevocable and unconditional right to appropriate any collateral or margin, without any reference to the Client in order to discharge any indebtedness or any other obligation (including contingent indebtedness or obligation) that the Client may owe to Dhyan Stock Broking Pvt. Ltd. and/ or Business Associate.

7.4 Without prejudice to the provisions of Clause 7.2 & 7.3 (including the right to refer a matter to arbitration) in case the Client does not provide the required collateral/ margins or other amounts, outstanding debts, etc. within the time frame specified in Clause 7.2, Dhyan Stock Broking Pvt. Ltd. shall have the right to:

- (i) Appropriate and/ or transfer and/ or sell all or any Securities cash or collateral in the Client Account and/ or instrument in any Designated Bank/ Business Associate and/ or Designated Depository Participant (as the case may be) with whom the Client's Associated Accounts are maintained to sell and/ or transfer all or any funds or Securities in any Associated Account and the proceeds thereof;
- (ii) Liquidate/ close out/ Square-off all or any Outstanding Positions;
- (iii) Prevent any new orders from being placed and/ or executed by the Client; and/ or
- (iv) Take such other action as Dhyan Stock Broking Pvt. Ltd. thinks fit and proper.

Dhyan Stock Broking Pvt. Ltd. may exercise all or any of the above rights in such manner as Dhyan Stock Broking Pvt. Ltd. thinks appropriate, without demand for additional margin or collateral, or advance notice or advertisement, on any Exchange or other market where such business can be transacted, at a public auction or by private sale and Dhyan Stock Broking Pvt. Ltd. and/ or any of its Business Associates may be the purchaser/ seller for its own account. Any prior demand, call or notice in this regard shall not be considered as a waiver of Dhyan Stock Broking Pvt. Ltd. right to exercise its rights without any demand, call or notice. It is clarified for the avoidance of doubt that all losses, financial charges on account of such liquidation/ Closing out as is referred to in clause (ii) above, shall be charged to and borne by the Client.

7.5 Dhyan Stock Broking Pvt. Ltd. shall be entitled to debit all costs/ expenses incurred by it in relation to or associated with the Client's margins/ collaterals of the client to the client Account.

8. CREATION OF CHARGE OVER COLLATERAL/ MARGIN

8.1 Dhyan Stock Broking Pvt. Ltd. shall from time to time prescribe and/ or vary the manner in which any collateral or margin shall be secured in favour of Dhyan Stock Broking Pvt. Ltd..

8.2 Without prejudice to the generality of the provisions contained in Clause 8.1 above, Dhyan Stock Broking Pvt. Ltd. shall require the Client to furnish security in all or any of the following forms:.

(a) Securities:

In the case of collateral/ margin, in the form of those equity shares as approved by Dhyan Stock Broking Pvt. Ltd. from time to time for deposit by the Client as collateral/ margin. The said equity shares shall be secured in favour of Dhyan Stock Broking Pvt. Ltd. in the following manner:

- (i) The Client shall create a pledge over the equity shares that it proposes to secure in favour of Dhyan Stock Broking Pvt. Ltd. as collateral/ margin, by issuing appropriate pledge instructions to the Associated Depository Participant in the manner prescribed by the Depository concerned from time to time.
- (ii) Dhyan Stock Broking Pvt. Ltd. shall treat such pledge as being valid collateral/ margin only when Dhyan Stock Broking Pvt. Ltd. is satisfied that the pledge instructions are irrevocable.
- (iii) The pledge created shall be a continuing security and may be invoked by Dhyan Stock Broking Pvt. Ltd. in the manner and in the circumstances set out in clause 7 of this Agreement. Without prejudice to the foregoing, the pledge may be invoked by Dhyan Stock Broking Pvt. Ltd. in part.
- (iv) Where a Client wishes to reduce its exposure or close all of its Client Accounts with Dhyan Stock Broking Pvt. Ltd. Dhyan Stock Broking Pvt. Ltd. shall be obliged to close the whole or part of any pledge only after the Client has satisfied the dues referred to in Clause 7.

(v) All costs, charges and expenses incidental to or otherwise in relation to the creation, closure and/ or invocation of a pledge shall be borne by the Client. In the case of collateral/ margin in the form of Securities other than those equity shares approved by Dhyan Stock Broking Pvt. Ltd. from time to time, for deposit by a client as collateral/ margin, the same shall be secured in favour of Dhyan Stock Broking Pvt. Ltd. in the manner that shall hereafter be prescribed by Dhyan Stock Broking Pvt. Ltd. from time to time in relation to various types/forms of Securities.



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(b) **Bank Guarantees:** In the case of collateral/margin in the form of an irrevocable and unconditional bank guarantee, the Client shall procure a bank guarantee, from a bank or other financial institution approved by Dhyan Stock Broking Pvt. Ltd. from time to time for this purpose, in favour of Dhyan Stock Broking Pvt. Ltd. in the standard format prescribed by Dhyan Stock Broking Pvt. Ltd. from time to time.

(c) **Fixed Deposit:** In the case of collateral/ margin in the form of a fixed deposit, the Client shall create a fixed deposit, held with a bank or other financial institution approved by Dhyan Stock Broking Pvt. Ltd. from time to time for his purpose, in favour of Dhyan Stock Broking Pvt. Ltd. in the standard format prescribed by Dhyan Stock Broking Pvt. Ltd. from time to time, with such liquidation and pay out instructions as Dhyan Stock Broking Pvt. Ltd. shall prescribe from time to time.

(d) **Cash:** In the case of collateral/ margin in the form of cash, the Client shall deposit such cash with Dhyan Stock Broking Pvt. Ltd. in the manner prescribed by Dhyan Stock Broking Pvt. Ltd. from time to time.

(e) **Others:** In the case of collateral/ margin of a type or nature other than as aforesaid, that Dhyan Stock Broking Pvt. Ltd. may from time to time accept as collateral/ margin, the manner in which such collateral/ margin shall be validly deposited with Dhyan Stock Broking Pvt. Ltd., shall be such as shall be prescribed by Dhyan Stock Broking Pvt. Ltd. from time to time in relation to such type of collateral/ margin.

(f) Client authorises Dhyan Stock Broking Pvt. Ltd. to debit its client account having with the member and transfer the funds to its client account No..... having with Dhyan Securities Pvt. Ltd. for the debit balance in the BSE accounts.

(g) Client authorises Dhyan Stock Broking Pvt. Ltd. to debit its client account having with the member and transfer the funds to its client account No..... having with Dhyan Securities Pvt. Ltd. for the debit balance in the BSE accounts.

(h) The client authorises Dhyan Stock Broking Pvt. Ltd. to set off and adjust the outstanding debit balance in its client account against credit available in any other account with any other companies of Dhyan Stock Broking Pvt. Ltd.

8.3 The Client agrees and confirms that Dhyan Stock Broking Pvt. Ltd. will be the owner of all collaterals (including securities) which may be pledged in favour / transferred to Dhyan Stock Broking Pvt. Ltd.'s beneficiary account and that such securities shall at all times be free from any prior charge lien or encumbrance whatsoever and that such securities shall be absolute and disposable property of Dhyan Stock Broking Pvt. Ltd.

Without prejudice to any of the foregoing, the client confirms that Dhyan Stock Broking Pvt. Ltd. shall be entitled to pledge the said collaterals (including securities) with the Exchange/Clearing Corporation/Clearing House to fulfill the various obligations from time to time.

9. CANCELLATION/ MODIFICATION REQUESTS

9.1 The cancellation or modification of an order pursuant to the Client's request is not guaranteed. The order will be cancelled or modified only if the Client's request for cancellation or modification is duly received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution wherever possible.

9.2 The Client shall not be entitled to presume an order as having been executed, cancelled or modified until a confirmation from Dhyan Stock Broking Pvt. Ltd. is received by the Client in that behalf as the case may be. However, due to technical or other factors and confirmation may not be immediately transmitted to or received by the Client, and such delay shall not entitle the Client to presume that the order has not been executed, cancelled or modified, as the case may be, unless and until Dhyan Stock Broking Pvt. Ltd. has so confirmed in writing.

10. BROKERAGE, COMMISSIONS, FEES, SPECIAL FINANCIAL CHARGE AND ANY OTHER CHARGES.

10.1 The Client agrees to pay Dhyan Stock Broking Pvt. Ltd. Brokerage, commission, fees, service tax, other taxes, trade/transaction expenses, clearing charges, other charges as levied by Dhyan Stock Broking Pvt. Ltd. from time to time and statutory levies as they exist from time to time and as they apply to the Client Account and trades/transactions of the Client, the Services and the Channels made available by Dhyan Stock Broking Pvt. Ltd. to the Client. The Client also agrees that Dhyan Stock Broking Pvt. Ltd. may deduct and appropriate any of the aforesaid amounts from any amount payable by Dhyan Stock Broking Pvt. Ltd. to the Client or may instruct the Designated Bank whom the Associated Bank Account is maintained and/ or Business Associate (as the case may be) to transfer such amount to Dhyan Stock Broking Pvt. Ltd. from an Associated Bank Account.

10.2 The Client agrees that Dhyan Stock Broking Pvt. Ltd. may from time to time in its sole discretion, but subject to the Exchange Provisions, determine and modify the amount of Brokerage, commissions, fees and other amounts payable by the Client. A schedule of current Brokerage, fees and commissions, applicable service and other taxes and other trade/ transaction expenses shall be provided by Dhyan Stock Broking Pvt. Ltd. on Dhyan Stock Broking Pvt. Ltd. Web Site and shall be otherwise available upon demand at Dhyan Stock Broking Pvt. Ltd. office(s) and/ or the office(s) of Business Associates notified by Dhyan Stock Broking Pvt. Ltd. for this purpose, and the Client agrees to keep himself updated in respect thereof.

10.3 Without prejudice to any other provision of this Agreement, the client understand and agrees that Dhyan Stock Broking Pvt. Ltd. may charge additional financial charges and penalty charges according to the Rules, Bye-laws and Regulations of the relevant Exchange and usual customs of the market and such other charges as may be levied by Dhyan Stock Broking Pvt. Ltd. from time to time



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- (I) On the dealings made under or pursuant to this agreement;
- (II) On the balance outstanding payable to the Dhyan Stock Broking Pvt. Ltd.;
- (III) For any extra service(s) rendered by the Dhyan Stock Broking Pvt. Ltd.; or
- (IV) For such extra / reasonable costs, including legal fees, incurred by the Dhyan Stock Broking Pvt. Ltd. for collecting dues payable by the client to the Dhyan Stock Broking Pvt. Ltd., an Exchange, a Clearing Corporation / Clearing House, agent or sub-broker of the Dhyan Stock Broking Pvt. Ltd. and / or any other individual, partnerships, corporation, company, organisation, associates, trust or other entity acting for or on behalf of the Dhyan Stock Broking Pvt. Ltd.

11. CONFIRMATIONS

11.1 Confirmation of receipt of an order by Dhyan Stock Broking Pvt Ltd. shall be communicated to the client in the order confirming module of the Channel through which the order was made. Details of the order-confirming module of the Channel are available on the Dhyan Stock Broking Pvt Ltd. Web Site and shall be otherwise available upon demand at Dhyan Stock Broking Pvt Ltd. office(s), and the Client agrees to keep himself updated in respect thereof. Upon execution or cancellation of an order for which the client has received a confirmation as aforesaid, Dhyan Stock Broking Pvt Ltd. shall issue a contract note or ECN in the format prescribed by the relevant stock exchange (in the case of trading in the form of lending or borrowing of eligible securities) confirming execution of the order. Such confirmation note or contract note shall be delivered to the Client within such number of days as shall be prescribed for such delivery in the Operations Handbook. The contract note or confirmation note (as the case may be) may be sent by postal mail, electronic mail or other electronic (including digital form) and this shall be deemed to be a valid delivery thereof by Dhyan Stock Broking Pvt Ltd.. It is the responsibility of the Client to review, immediately upon first receipt, whether delivered to him online, by postal mail, by electronic mail or other electronic means, all confirmation notes/ contract notes of orders or trades. It is also the responsibility of the Client to follow-up with Dhyan Stock Broking Pvt Ltd. for all such confirmation notes/ contract notes that contain discrepancies or were not received by him within the stipulated time.

11.2 Without prejudice to the foregoing, the Client agrees and understands that due to technical or other factors, an order which has been received by Dhyan Stock Broking Pvt Ltd. may not be immediately confirmed to the Client. Such delay in confirmation shall not entitle the Client to presume that the order has not been received by Dhyan Stock Broking Pvt Ltd. and the Client shall remain liable to Dhyan Stock Broking Pvt Ltd. for every order of the Client duly received by Dhyan Stock Broking Pvt Ltd.

11.3 The Client shall bring any errors in any report/ any communication, contract note or confirmation note of executed trades (including execution prices, securities or quantities) to Dhyan Stock Broking Pvt Ltd.'s notice in writing, via electronic mail or fax within 48 hours of receipt for the concerned report, contract note or confirmation note (as the case may be). In such cases, Dhyan Stock Broking Pvt Ltd. shall have the right to accept or reject the Client's objection. In case the objection is not received by Dhyan Stock Broking Pvt Ltd. within a period of 24 hours, the report, statement, contract note or confirmation note sent by Dhyan Stock Broking Pvt Ltd. shall be deemed to have been accepted by the Client.

11.4 There may be a delay in Dhyan Stock Broking Pvt Ltd. receiving the reports of a trade/transaction status from the respective Exchanges. Accordingly, Dhyan Stock Broking Pvt Ltd. may forward to the Client reports, contract notes or confirmation notes in respect of such trades/ transactions that were previously unreported to Dhyan Stock Broking Pvt Ltd. if they were incorrectly reported to him as being expired, cancelled, or executed. The Client shall not hold Dhyan Stock Broking Pvt Ltd. responsible for any losses suffered by the Client on account of any late reports/ statements, contract notes or confirmation notes, or any errors in reports/ statements, contract notes or confirmation notes computed by or received from the Exchange/Dhyan Stock Broking Pvt Ltd..

11.5 The Client agrees to receive the confirmation of transactions executed on his/its behalf by way of Electronic Contract Notes (ECN) authenticated by means of digital signature in substitute of the physical contract notes. However, Dhyan Stock Broking Pvt Ltd. may at its discretion, continue to issue contract notes in physical format instead of ECN with or without levying charges for the same.

11.5.1 The Electronic Contract Notes will be deemed to have been delivered at the designated location (specified by Member) from (time to time) where the Client can log on to the internet site using his/ its username and password. Once the ECN has been delivered at the designated location viz. the internet site the client accepts the same as delivery of the contract note.

11.5.2 The ECN will be available for such time as specified from time to time at the Designated location. The Client will be required to save/ print download the contract notes for archiving.

11.5.3 Further, Dhyan Stock Broking Pvt Ltd. and the Client hereby agrees to abide by the amendment in ECN from time to time if required, for complying with any statute, Regulation or with the requirements of any competent authority. The Client further agrees to receive electronically/digitally, such documents required to be sent by Dhyan Stock Broking Pvt. Ltd. from time to time as specified by any Statute, Regulation or competent authority.

11.5.4 The client agrees that non receipt of bounced mail by Dhyan Stock Broking Pvt Ltd. through which ECN was sent shall amount to delivery of the Contract note.



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12. INVESTMENT ADVICE

12.1 Dhyan Stock Broking Pvt Ltd. does not intend to give and the Client acknowledges that Dhyan Stock Broking Pvt Ltd. shall not be liable to provide to the Client, any tax, legal or investment advice of any kind or any advice or opinion with respect to the nature, potential value or suitability of any particular securities trade, transaction, investment or investment strategy. The Client understands and agrees that in the event the Client receives or accesses any investment research reports or any investment or other recommendations or advice from Dhyan Stock Broking Pvt Ltd. / or any Business Associates (or any employee or official of Dhyan Stock Broking Pvt Ltd. /or a Business Associate) or on Dhyan Stock Broking Pvt Ltd. Web Site or that of any Business Associates, the same is on a no-liability, no guarantee, nosolicitation and no-obligation basis and any decision, action or omission thereon by the Client shall be entirely at the Client's risk and should be based solely on the Client's own verification of all the relevant facts, financial and circumstantial, a proper evaluation thereof and the Client's investment objectives and Dhyan Stock Broking Pvt Ltd. shall not be responsible or liable for the same for any reason whatsoever.

12.2 The Client also acknowledges that Dhyan Stock Broking Pvt Ltd. employees, Business Associates and/ or any employee of any Business Associates are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from Dhyan Stock Broking Pvt Ltd., a Business Associate and/ or any of the employees of Dhyan Stock Broking Pvt Ltd. and/ or a Business Associate. The Client agrees that in the event of Dhyan Stock Broking Pvt Ltd. or any employee or official of Dhyan Stock Broking Pvt Ltd., any Business Associate and or any employee of any Business Associate 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 Dhyan Stock Broking Pvt Ltd. shall not be liable or responsible for the same.

13. REPRESENTATIONS AND WARRANTIES OF THE CLIENT

13.1 The Client represents and warrants to Dhyan Stock Broking Pvt Ltd. that all the information provided and statements made in the Client Registration Application Form or any other document provided by the Client to Dhyan Stock Broking Pvt Ltd. and/ or any Business Associate (whether before or at any time after the date hereof) in relation to the provision of the Services to the Client ("other documents") 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 Dhyan Stock Broking Pvt Ltd. has agreed to provide the Dhyan Stock Broking Pvt Ltd. Services to the Client on the basis, inter alia, of the statements made in the Client Registration Application Form and other documents. The Client is aware and acknowledges that trading over the Internet, Kiosks, telephone and through computers involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations, and the Dhyan Stock Broking Pvt Ltd. Service may at any time be unavailable with no prior notice. Dhyan Stock Broking Pvt Ltd. and the Exchange do not make any representation or warranties that Dhyan Stock Broking Pvt Ltd. Service will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or Dhyan Stock Broking Pvt Ltd. on account of any suspension interruption, nonavailability or malfunctioning of the System or Service or the Exchanges' service or systems for any reason whatsoever.

13.2 The Client has the required legal capacity to, and is authorized to, enter into this Agreement and is capable of performing his obligation and undertakings hereunder.

13.3 All actions required to be taken to ensure compliance with all applicable laws for all the trades/ transactions which the Client may enter into pursuant to this Agreement shall be completed by the Client prior to entering into such trades/ transactions.

13.4 The Client shall abide by the Exchange Provisions, the guidelines, Rules and Regulations of SEBI and the Clearing Corporation/ House and any other pertinent regulatory authority, and the terms that Dhyan Stock Broking Pvt Ltd. and Dhyan Stock Broking Pvt Ltd. Web Site in force may prescribe from time to time for use of the Services.

13.5 The Client agrees and understands that the use of the Service by Clients, resident or situated outside India, may be subject to the Indian Foreign Exchange Management Act, 1999 and the Rules and Regulations framed there under and/ or other international, federal, state and/ or local laws and regulations applicable to such Clients. It shall be the sole responsibility of such Clients to ensure and comply at all times with such and regulations and the Client indemnifies, Dhyan Stock Broking Pvt Ltd., its directors, employees, partners, Business Associates, agents and affiliates from and against any and all losses, claims, liabilities and/ or expenses which may arise as a result of any failure by the Client to comply with the provisions of this clause

13.6 The Client hereby agrees and represents that it has understood and fully appreciate the risk involved in, dealing in Securities and availing of the Services, and agrees to be solely responsible for the investments and trades made by Dhyan Stock Broking Pvt Ltd. on his behalf pursuant to any order or instruction from the Client.

14. OTHER DATA

14.1 The Client understands that the Exchange and any other supplier of data (including without limitation to a Business Associate) asserts a proprietary interest in all of the market and other data it furnishes, directly, through Dhyan Stock Broking Pvt Ltd. or otherwise. The Client understands that the Exchange, such supplier and Dhyan Stock Broking Pvt Ltd. do not guarantee the timelines, sequence, accuracy or completeness of the data or any other information, or any messages disseminated by it. Neither Dhyan Stock Broking Pvt Ltd. nor the Exchange, nor such supplier shall be liable in any way for incorrect, misleading, incomplete or out-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.



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14.2 The Client shall not furnish market information provided by the Exchange, Dhyan Stock Broking Pvt Ltd. a Business Associate to the Client to any other person or entity for consideration or otherwise the Client shall use information at the client's own risk and cost.

14.3 The Client is authorized to use, at the Client's risk, materials which are made available by Dhyan Stock Broking Pvt Ltd. Services for the Client's own needs only, and the Client is not authorized to resell or permit access to such materials. The Client is not authorized to make copies of any such materials for sale or supply to or use by others. The Client will not delete Registered Trade copyright or any other intellectual property rights notices from any such materials.

15. LIMITATION OF LIABILITY

15.1 Dhyan Stock Broking Pvt Ltd. does not warrant that the Service will be uninterrupted or error free. The Client's use of the Service is at the Client's sole risk. The Services are offered to the Client on an "as is" and "as available" basis. Dhyan Stock Broking Pvt Ltd. does not make, and expressly and specifically disclaims, any representations or warranties of any kind, express or implied regarding the Dhyan Stock Broking Pvt Ltd. Services or the System, including without limitation, the uninterrupted availability, merchantability or fitness for a particular purpose of the Services.

15.1.1 Without limiting the generality of the foregoing, Dhyan Stock Broking Pvt. Ltd. specifically disclaims any guarantee or warranty that (a) the ORS Service and the Channels will be secure, uninterrupted or error free (b) that there are no viruses or harmful content on or in the ORS Service and/or the Dhyan Stock Broking Pvt Ltd. Web Site, or (c) that the content on the Dhyan Stock Broking Pvt Ltd. Web Site is correct, accurate, reliable, timely, legal and of any specific quality.

15.2 The Client agrees that under no circumstances, including negligence, shall Dhyan Stock Broking Pvt Ltd. or any Business Associate involved in creating, producing, delivering or managing Dhyan Stock Broking Pvt Ltd. Services or System be liable for any damages, direct, indirect, incidental, special, general, remote or consequential damages arising out of the use or inability to use the Services or the availability or non-availability of the Services including, but not limited to loss or damage in relation to,

- (a) loss of profits, trading losses, loss of opportunity or damages that result from interruption, delay or loss of the service
- (b) any claim, loss or damage attributable to errors, omissions or other inaccuracies in the content or data on the Dhyan Stock Broking Pvt Ltd. Web Site or the ORS Service, (c) any unauthorized use, access or alteration or discontinuance of the Services, or
- (d) any other matter relating to the Services.

15.3 Certain Securities may grant the holder thereof valuable rights, that may expire unless the holder takes action. The Client shall be responsible for knowing the rights and terms of all Securities acquired by the Client, Dhyan Stock Broking Pvt Ltd. shall not be obliged to notify the Client of any upcoming expiration or redemption dates, or take any other action on the Client's behalf, except as required by law and applicable Exchange Provisions. The Client shall also be responsible for knowing and monitoring reorganisations related to Securities which the Client holds including, but not limited to stock splits. If due to a reorganization or book-keeping or data entry error, the Client sells more Security than what is actually owned by the Client, then Dhyan Stock Broking Pvt Ltd. shall not be responsible for any losses that the Client may incur by reason thereof.

15.4 The Client agrees that Dhyan Stock Broking Pvt Ltd., its directors, employees, partners, agents, affiliates and Business Associates shall not be liable or responsible for any loss or liability caused or incurred directly or indirectly due to any act, omission of the Client or any loss of opportunity, actual or perceived, caused directly or indirectly by government restriction, change in law, act of God, Exchange or market rulings or regulation, suspension of trading, war, earthquakes, flood, accidents, strikes, power failure, communication line failure, system or telephone failure, security failure on the internet, equipment failure, software malfunction, hacking, unauthorized access, theft, strikes, or any problem, technological or otherwise, that prevent the Client from entering, or Dhyan Stock Broking Pvt Ltd. from executing an order, or any other conditions beyond the control of Dhyan Stock Broking Pvt Ltd. control.

15.5 Dhyan Stock Broking Pvt Ltd. shall not be liable for any error or delay in, or omission from, any data, information, or message on Dhyan Stock Broking Pvt Ltd. Web Site, the ORS Service and/ or the Service generally, or delayed, interrupted, improper transmission or delivery of any data, information, or message, or any loss or damage arising from or occasioned by the above. Further, Dhyan Stock Broking Pvt Ltd. shall not be liable for any failure to execute an invalid, incomplete or inaccurate Client order.

15.6 The Client understands and agrees that the Services are being provided by Dhyan Stock Broking Pvt Ltd. with the assistance and technology of some of its Business Associates. Dhyan Stock Broking Pvt Ltd. disclaims liability for any loss or damage, and the Client agrees and accepts that Dhyan Stock Broking Pvt Ltd. shall not be liable or responsible, for any loss or damage in relation to any and all loss or damage (real or notional) incurred or suffered by the Client or anyone else as a result of any advice, failure or default attributable to a Business Associate.

16. INDEMNITY

16.1 The Client agrees to indemnify and hold Dhyan Stock Broking Pvt Ltd., its directors, employees, partners, Business Associates, agents and affiliates harmless from and against any and all claims, losses, liability, costs, expenses (including reasonable attorney's fees and penalties or costs imposed by any Exchange and proceedings) arising from, out of, or in connection or in relation to.

- (i) the breach of any obligation by the Client under, or any representation, warranty and/ or covenant made by the Client in, this Agreement;
- (ii) any third party's right arising out of the Services rendered by Dhyan Stock Broking Pvt Ltd. pursuant to this Agreement; and

 Client's Sign _____

(ii) any other wrongful act on the part of the Client.

16.2 Neither party shall be responsible/ liable, in any manner, for any violation(s) and/ or breach(es) committed by the other party in complying with its obligations under applicable law, Government notifications, any Rules, Regulations and Guidelines issued by SEBI, the Rules, Bye-laws and Regulations of the relevant Exchange, as well as the rules and regulations of the Clearing House/ Clearing Corporation(as the case may be).

17. NOTICE

17.1 Any notice, information or other communication to be given by the Client to Dhyan Stock Broking Pvt Ltd. in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or by prepaid registered post to the address, and for the attention of the person, set out below:

To,

The Managing Director,

Dhyan Stock Broking Pvt Ltd. Shop no 1 & 2 Maru Sadan,

N.C. Kelkar Road,

Dadar (w) Mumbai:-400028

17.2 Any notice, information or other communication to be given by Dhyan Stock Broking Pvt Ltd. to the Client in connection with this Agreement shall be in writing and shall be deemed duly served if sent, by prepaid registered post to the address, or the e-mail address (as applicable) specified by the Client in the Client Registration Application Form as the address and mode of service for all communication to the Client.

17.3 Either Party may change their address and/ or the mode by which notices, communications and information is to be delivered to them by the other Party as specified aforesaid, by giving notice of such change to the other Party in the manner prescribed for service of notice to the other Party, by Clause 17.1 and 17.2 (as applicable).

17.4 Notwithstanding anything stated above, communication relating to order, margins/ collateral, maintenance calls and other similar matters by Dhyan Stock Broking Pvt Ltd. to the Client may at the option of Dhyan Stock Broking Pvt Ltd., be communicated orally and/or by facsimile to the clients or its representative by Dhyan Stock Broking Pvt Ltd. or any Business Associate.

18. AMENDMENT & SUSPENSION

18.1 The Client understands and agrees that Dhyan Stock Broking Pvt Ltd. may suspend or discontinue its Services in part or its entirety and change the terms of the Service (including the terms on Dhyan Stock Broking Pvt. Ltd. Web Site) or this Agreement at any time and from time to time, without prior notice, and the same shall be binding upon the Client.

18.2 Without prejudice to the generality of the aforesaid, Dhyan Stock Broking Pvt. Ltd. may suspend or terminate the Service without prior notice to the Client, in the event that the Client has breached any terms or conditions of this Agreement or if Dhyan Stock Broking Pvt. Ltd. learns of the death, disability, bankruptcy or lack of legal capacity of the Client or where in the perception of Dhyan Stock Broking Pvt Ltd., the continuation of the Services could increase the risks to Dhyan Stock Broking Pvt Ltd., a Business Associate, Exchange or any other authority.

18.3 Dhyan Stock Broking Pvt Ltd. may at any time amend this Agreement (and related agreement/s documents entered into by the Client with Dhyan Stock Broking Pvt Ltd.) by modifying or rescinding any of its existing provisions or conditions or by adding any new provisions or conditions, by posting notice of such amendment on Dhyan Stock Broking Pvt Ltd. Web Site or in the back office login ID of the client or by providing notice thereof to the Client. Continued use of Dhyan Stock Broking Pvt Ltd. Service after such notice will constitute acknowledgement and acceptance of such amendment.

19 ASSIGNMENT

The Client shall not assign any right and obligations hereunder without obtaining prior written consent from Dhyan Stock Broking Pvt Ltd.

20 TERMINATION OF AGREEMENT

20.1 This Agreement shall stand terminated by mutual consent of the parties hereto by giving at least 30 (thirty) days notice to each other in writing.

20.2 Dhyan Stock Broking Pvt Ltd. may terminate this Agreement:

- (i) with immediate effect in the event of a breach of any of the terms and conditions of this Agreement by the Client; or
- (ii) by giving 30 days notice to the Client without being required to assign any reasons therefore.

20.3 The provisions of Clauses 15, 16, 25, 26 and this Clause 20.3 shall survive the termination of the Agreement.

20.4 This Agreement shall be forthwith terminated on the death, insolvency, liquidation, winding up, dissolution, as the case may be, of the Client and upon such termination, the Client and his legal heirs, executors and assigns and/or his accounts shall remain liable for all outstanding dues payable by the Client to Dhyan Stock Broking Pvt Ltd. on account of any trading or dealing done by the Client, prior to termination.

21. SEVERABILITY

In the event of any provisions of this Agreement being held to be or becoming invalid, unenforceable or illegal for any reason, such invalidity, unenforceability or illegality shall attach only to such provision or condition, and this Agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein. Dhyan Stock Broking Pvt Ltd. 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.



Client's Sign _____

22. WAIVER

22.1 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 provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing. Except as specifically permitted in this Agreement, no provision of this Agreement can be, nor be deemed to be waived, altered, modified or amended unless agreed to in writing and signed by an authorized officer of Dhyan Stock Broking Pvt Ltd.. No waiver of a single breach or default under this Agreement shall be deemed a waiver of any other breach or default.

22.2 Notwithstanding anything stated elsewhere in this Agreement but subject to the proviso hereinafter appearing, Dhyan Stock Broking Pvt Ltd. shall have the right to, in its sole discretion, waive in whole or in part all or any of the provisions of this Agreement which require the Client to maintain Associated Account(s) and/ or any other provision(s) of this Agreement in the case of such waiver:

- (i) the provisions of this Agreement relating to Associated Accounts and the operation thereof (and/ or any other provisions) shall be construed accordingly, and
- (ii) in the absence of any Associated Bank Account, all payments by or to the Client shall be effected through and/or by cheque/ Demand draft/ Pay Order of a bank acceptable to Dhyan Stock Broking Pvt Ltd. (which may be a bank other than the Designated Bank) or in such other manner as Dhyan Stock Broking Pvt Ltd. may specify; and
- (iii) in the absence of any Associated Depository Account, all deliveries of Securities by or to the Client shall be effected through any depository account acceptable to Dhyan Stock Broking Pvt Ltd. or in such other manner as Dhyan Stock Broking Pvt Ltd. may specify. Provided always that notwithstanding anything stated above, Dhyan Stock Broking Pvt Ltd. shall have the right, at any time in its sole and absolute discretion to withdraw such waiver in whole or in part without assigning any reasons.

23. PARTICIPATION

During the currency of the Agreement, it shall be the duty of the Client to inform Dhyan Stock Broking Pvt Ltd. immediately of any change in constitution, identity by change of name, residential status or any other information as provided by the Client at the time of entering into this Agreement. The Client shall ensure that he shall not deal through Dhyan Stock Broking Pvt Ltd. on the Exchange of which the Client is registered as a broker or sub-broker.

24. ACTING AS A SUB BROKER:

The Client agrees that he will not act or represent himself/herself as Sub-Broker of Dhyan Stock Broking Pvt Ltd. without the written permission of Dhyan Stock Broking Pvt Ltd. and without obtaining certificate of registration from Securities and Exchange Board of India (SEBI).

25. DISPUTE RESOLUTION

Any claim, dispute or difference arising between the Parties hereto in respect of this Agreement or any contracts, transactions or 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 concerned Exchange and shall be subject to the arbitration procedure as prescribed by the Rules, Bye-laws, Regulations of the Exchange and circulars issued thereunder from time to time. Dhyan Stock Broking Pvt Ltd. and the Client are aware of and agree to the provisions of the Bye-Laws, Rules and Regulations of the concerned Exchange relating to arbitration.

26. SHARING OF INFORMATION

26.1 The Client agrees to immediately furnish information to Dhyan Stock Broking Pvt. Ltd. in writing in the event that:

- (a) any winding up petition or insolvency petition, or order has been filed or passed against the Client;
- (b) any garnishee order has been served upon Client or in respect of the Client's obligations;
- (c) any litigation has been filed against the Client;
- (d) any order, decree or award is passed against the Client; and/or
- (e) any other event or circumstances occurs that has or is likely to have an adverse effect on the financial position of the Client.

26.2 Upon receipt of information from the Client as aforesaid, Dhyan Stock Broking Pvt. Ltd. shall be entitled to take such action (in its absolute discretion) as it may consider necessary in order to protect its own interests, including without limitation liquidating/ closing out all outstanding positions of the Client. Any and all losses, financial charges and/or incidental expenses incurred by Dhyan Stock Broking Pvt Ltd. on account of such liquidation/closing out shall (at the discretion of Dhyan Stock Broking Pvt Ltd.), be reimbursed by the Client/ charged to and borne by the Client/ deductible by Dhyan Stock Broking Pvt Ltd. from the monies and/ or Client's collateral/ margin available with Dhyan Stock Broking Pvt Ltd..

26.3 Similarly, Dhyan Stock Broking Pvt Ltd. agrees to inform Client of the following:

- (a) the Derivative contract specifications and associated obligations of the Client;
- (b) the daily settlement position and daily obligations of the Client in relation to its dealings in Derivatives through the Member; and
- (c) the account (of the Client with the Member) status/ any movement in the price of the Derivatives against the Client at the end of the day.

26.4 Dhyan Stock Broking Pvt Ltd. discloses herewith that it does undertake proprietary trading.



Client's Sign

LETTER FOR GROUP ADJUSTMENTS

To,
 Dhyan Stock Broking Pvt Ltd / Dhyan Securities Pvt Ltd
 Member :- Bombay Stock Exchange
 Shop No.1&2 Maru Sadan,
 N.C. Kelkar Road Dadar (W),
 Mumbai :- 400 028.

Dear Sir,
 Sub :- Adjustment of balance in Group Adjustments

We the undersigned entities are clients of Dhyan Stock Broking Pvt Ltd (herein after referred to as DSBPL) and have been dealing / investing securities through / with you on the stock exchanges BSE in cash & derivative Segment.

We are also / may be client of your associate /group company viz Dhyan Securities Pvt Ltd (herein after referred as DSPL, member of NSE in cash and derivative segment) The DSBPL & DSPL are collectively referred as Dhyan Group.

For the purpose of operations with you, we , undersigned , have agreed among our sales to be treated collectively as a group of clients / accounts order to facilities operations, we hereby authorize you to set off the outstanding (including delayed payment charges) in any of accounts belonging to group irrespective of the fact that such credits/ debits in the account may pertain to transaction in any segments of any exchange and / as may pertain to the value of cash margin or against the value of the sale proceeds of shares / securities provided to DSBPL / Dhyan group by any clients of the group as margin / collateral deposits

We are aware that we have agreed and authorized DSBPL / Dhyan Group to charge delayed payment charges on net total debit balance of group accounts , if any after appropriating the credit balances in the group accounts if such debit balance is not paid in time.

In case if there is net credit balance of the group as a whole (after setting of the individual credit balance against individual debit balance among the accounts belonging to the group), no delayed payment charges shall be payable by DSBPL / Dhyan group.

We further agree an authorize DSBPL / Dhyan group not to transfer the shares / securities received in pay in-out or otherwise to respective beneficiary account of any of the member belonging to the group as per the exchanges or any authority or as decided by DSBPL / Dhyan Group from time to time. In addition to the said shares / securities, other securities / shares or any cash / cheque given as margin / deposit from time to time or credit balance from time to time account of any clients belonging to the Group shall also be used, if required, by DSBPL / Dhyan group, at its sole discretion, as margin / deposit of any of the clients belonging to the group, so as to comply with all kinds of margin / deposit requirements of exchanges / SEBI DSBPL / Dhyan group we further authorize DSBPL (I) to use / transfer the above securities to the clearing corporation / clearing member / exchanges for the purpose of early pay-in / margin / additional base capital of for any other purpose : (II) to dispose / sell the securities / shares referred herein above to the monitory obligation towards DSBPL / Dhyan Group not fulfilled by any of the clients referred to as group.

We agree to intimate you from time to time of any additions or deletions of clients belonging to group, we agree / any deletions shall take effect only on completion of settlement and adjustments of balances in all accounts of the clients belonging to the group.

Without affecting generality of the aforesaid we hereby irrevocably and unconditionally authorize you to do the following in our accounts mentioned with you.

1. Pass general entries adjusting the debit balance of anyone or all of us against credit balance of anyone or all of us in any accounts mentioned by you / dhyan group.
2. Consolidate our accounts for the purpose of ascertaining limits available to us.
3. Withhold payment to any or all of us against payments due from any or all of us in any accounts.
4. Withhold securities due to any or all of us against dues of any or all of us in any accounts.

Such entries passed by you to give effect to the authorization given herein shall be binding on all of us and we shall not dispute the same. We also undertake to pass necessary accounting entries in our respective books of accounts to give effect to entries passed by you on the bases of authority given to you wide this letter.

This authority is given to you singularly and jointly.

Yours truly

Sr.No	Client Code	Name of the client	Signature of client

 Client's Sign _____

AUTHORISATION FOR INSTRUCTION BY THIRD PERSON

Dhyan Stock Broking Private Limited
Registered Office: Shop No. 1&2, Maru Sadan,
N. C. Kelkar Road, Dadar (West),
Mumbai - 400 028

Sir,

I/we authorise Mr. / Ms. _____ to deal/transact on my/our behalf and to place orders, give instructions, make & receive payments of securities and monies, collect contract notes, to sign order confirmations, trade confirmations, account statements and any other documents or communication, to sign document, settle the account, enter into any compromise and to do any and all act (s) on my/our behalf which I/we can do. I/we do hereby agree and declare and confirm that all the acts and things done by above named or his/her substitutes shall be my/our own acts, deeds and things validly done by me/us to all intents and purposes.

Thankingyou,

Yours faithfully,

Signature :

Name :

VERBAL ORDER ACCEPTANCE AUTHORISATION

Dhyan Stock Broking Private Limited

Registered Office: Shop No. 1&2, Maru Sadan,
N. C. Kelkar Road, Dadar (West),
Mumbai - 400 028.

I/We have been /shall be dealing through you as my / our broker on the Capital Market, Mutual Fund and/or Futures & Options Segments /Currency Derivative Segments. As my / our broker i.e. agent I/we direct and authorize you to carry out trading/ dealings on my / our behalf as per instructions given below.

I/We agree and acknowledge that it is advised and preferred you that I/We give instructions for order placement/ modification and cancellation in writing and to avoid disputes, I/we must give instructions in exactly the format given below in duplicate (carbon copy/ photocopy only) and take signatures of at least two authorised officers at the branch along with your company stamp on the carbon/photocopy of the instructions in acknowledgment of receipt of my/ our instructions.

However as I/We shall be dealing by ordering over phone and even if we visit the branch, the fluctuations in market are so rapid that it is not practical to give written instructions for order placement/modification and cancellation, I/We hereby authorize you to accept my / my authorised representative's verbal instructions for order placement/modification and cancellation in person or over phone (fixed line or mobile phone) and execute the same. I /We understand the risk associated with verbal orders and accept the same, and agree that I/We shall not be entitled to disown orders and consequent trades (if any) under the plea that same were not under mine/our instructions. I/We agree that I/We will not have the right to shift the burden of proof by asking you to prove the placement of orders through telephone recording or otherwise

I/We shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my / our directions given above.

Thanking you,

Yours faithfully,

Signature with date

Name:.....

VERBAL ORDER ACCEPTANCE AUTHORISATION

Dhyan Stock Broking Private Limited

Registered Office: Shop No. 1&2, Maru Sadan,
N. C. Kelkar Road, Dadar (West),
Mumbai - 400 028.

Please execute the following order in my account:

Sl No.	Exchange	Segment (Equities/ Derivatives)	Scrip Name/ Scrip Code Contract Description	Order Type (Regular/ Stop Loss)	Buy/ Sell	Quantity	Rate	Disclosed Quantity (If any)	Trigger Price (If SL order)	Remarks

Client Name

Order Instruction Date & Time

Client Code

Signature.....

 Client's Sign _____

RUNNING ACCOUNT AUTHORISATION

Dhyan Stock Broking Private Limited

Registered Office: Shop No. 1&2, Maru Sadan,
N. C. Kelkar Road, Dadar (West),
Mumbai - 400 028.

I/We have been / shall be dealing through you as my/our broker on the Capital Market and/ or Futures & Options Segments/Currency Derivative Segments. As my/our broker i.e. agent I/ we direct and authorize you to carry out all dealings on my/our behalf as per instructions given below.

I am/We are aware that you and I/we have the option to deliver securities/ make payments of funds to each other in settlement of dealings as per the schedule in force at the relevant time pursuant to directives / regulations/ circulars issued by exchange/ regulatory authorities. However, I/we find it difficult to carry out repeated pay-in of funds for securities. Further, I/we also desire to use my/our securities and monies as margin / collateral without which we cannot deal/trade.

Therefore I/we hereby direct and authorise you to maintain running account(s) for me/us and from time to time to debit these securities and funds from running accounts and make pay-in of securities and funds to exchanges/ clearing corporations/other receiving party(ies) to settle my/our trades/ dealings. Similarly, where I/we have to receive securities and funds in settlement of trades/ dealings please keep the securities and monies with you and make credit entries for the same in running accounts of securities and funds maintained by you. Further, subject to your discretion and valuation, you may treat my/our securities and funds lying to my/our credit in running accounts as margin / collateral for my/our trades/ dealings/trading.

In the event I/we have outstanding obligations on the settlement date, you may retain the requisite securities and funds towards such obligations and may also retain the funds expected to be required to meet margin obligations for my/our trading days, calculated in the manner specified by the exchanges. While settling the account please send a statement of 'settlement accounts' containing an extract from ledger for funds and an extract from the register of securities displaying receipts/deliveries of funds/securities. Please explain in the statement(s) being sent the retention of funds/securities and the details of the pledge, if any. I agree that if I/we fail to bring any dispute arising from the statement of accounts to your notice so made to your notice within 7 working days from the date of receipt of funds/securities or statement of accounts, the case may be in writing by delivery at your registered office then in that event the statement of accounts or settlement made shall attain finality and I/we shall have no right to dispute any/either of these ever. Please do not carry out the stated settlement of running account in the event I/we avail margin trading facility. Further, do not carry out settlement of running account referred to above for funds given by me/us towards collaterals/margin in the form of bank guarantee (BG)/Fixed Deposit receipts (FOR).

Please further note that while I am entitled to revoke this authorisation at any time, however, such termination shall be subject to notice period of fifteen days from the date of physical delivery of revocation letter at your registered office to allow you to make necessary changes to handle my account without running account authorisation. I/We shall be liable for all losses, damages and actions which may arise as a 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 consequential, incidental, special or exemplary damages, caused by retention of securities / monies under this agreement.

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

Once in a Calendar Quarter Once in a Calendar Month

Thanking you,
Yours faithfully,

Signature with date

Name:.....

[Note: To be signed by person himself/herself not to be signed by his/her attorney / authorised person etc.]

Date: _____

To,
Dhyan Stock Broking Private Limited
Registered Office: Shop No. 1&2, Maru Sadan,
N. C. Kelkar Road, Dadar (West),
Mumbai - 400 028.

Dear Sir (s)

SUB: LETTER OF AUTHORITY

I/We here by irrevocably confirm & agree the Dhyan Stock Broking Pvt. Ltd., shall be entitled to set-off and adjust the moneys and/or securities owned of Dhyan Stock Broking Pvt. Ltd. against moneys and/or securities owned to me/us by Dhyan Securities Pvt. Ltd.

Sr. No.	Name	Relationship	Client code (for office use only)

In order to facilitate operations we hereby authorize you to set off the out standing in any of the above mentioned accounts against credits available or arising in any of the above accounts irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of any Exchange and / or against the value of cash margin or collateral shares provided to you by any member(s) of the family.

We agree to intimate you from time to time of any additions or deletions of clients to the said family. We agree that any deletion shall take effect only on completion of settlement and adjustments of balances in all the accounts of the clients belonging to the said list.

In order to facilitate operations, we authorize the Member to maintain a running account instead of settlement to settlement clearance of dues or delivery of securities to us.

Yours faithfully

Name: _____

 Client's Sign _____

 Client's Sign _____

CONSENT FOR ELECTRONIC COMMUNICATION

To,
Dhyan Stock Broking Private Limited
Member:- Bombay Stock Exchange
Registered Office: Shop No. 1&2, Maru Sadan,
N. C. Kelkar Road, Dadar (West),
Mumbai - 400 028.

Dear Sir/Madam,

This is regarding the availing of the Electronic Communication notes "ECN" facility being provided by Dhyan Stock Broking Pvt Ltd (herein referred to as "DSBPL") to its clients. I / we affirm that I /we are a party to the Member- Client Agreement with DSBPL

DSBPL has offered and / or proposed to offer the issuance of ECN in digitally signed format. I /we are desirous of availing this facility and in furtherance of the same, hereby grant my / our consent and affirmation to DSBPL to issue and send ECN to my / our E-mail address.

I also authorize Dhyan Stock broking Pvt Ltd. to send any other important notices and communications including changes in the terms and condition to the E-mail Id mentioned below.

I/We am/are hereby giving my / our E-mail Id for this purpose.

My E-mail Id is: _____

My alternative E-mail ID is: _____

I / We hereby agree and consent to accept the contract notes for transactions carried on by me /us in digital form subject to the conditions given below. In terms of the agreement entered into between us, in digital form, Digital contracts issued as per the terms and conditions specified shall be binding on me. I /we undertake to check the contract notes and bring any discrepancies to your notice within 48 hours of such issuance of contract notes. My/Our non – verification or not accessing the contract notes on regular basis shall not be a reason for disputing the contract note at any time. The instruction to issue digital contract note is applicable with immediate effect. Digital Contract Notes / any Statements / Circulars / notice issued and send to the above mentioned E-Mail ID by Dhyan Stock Broking Pvt Ltd. are subject to the terms and conditions specified below.

Digital Contract Notes

- 1) The digital Contract notes will be issued in digital form in compliance with the guidelines issued by SEBI and Stock Exchange from time to time.
- 2) Digital Contract notes will be mailed to the E-mail address provide to us in the format as may be prescribed by Stock Exchange.
- 3) Digital contract notes will also be available at our web site www.dhyanonline.com which can be viewed by Clients by using the username and password.
- 4) In case of any failure in system or errors in digital contract notes, contract notes will be issued in physical form which may be binding on the Client.
- 5) Discrepancies, if any, should be send by E-mail to compliance.dhyan@gmail.com within 48 hours of issuance of digital contract notes.

Other Communications (such as Daily Margin Statement, Statement of funds and Securities, Account Confirmation transactions statements cum bill, notices, etc)

- 1) The various documents as are required to be given by the member to the Client like Daily Margin Statement, Statement of funds & Securities, Accounts Confirmation transactions statements cum bill, notices, etc shall be mailed to client at the e-mail id given by the client.
- 2) In case of Statement of funds and securities, Client will have time to report the discrepancies within 30 days of issuance of the Statement.



Client's Sign _____

- 3) In case of important Announcement and Notices the client will have to raise the query within the time specified in the respective communication. If the client is not able to respond with in time specified in the respective communication, it shall be assumed that client has taken note of the communication and he does not have any objection and / or query on the said communication.
- 4) Feedback of objections may be raised by sending an E-Mail to compliance.dhyan@gmail.com or any other specified E-Mail Id mentioned in the communication.

Other Clauses

- 1) Any change in the above terms and conditions shall be intimated to client from time to time through by an E-Mail or letter.
- 2) Non bouncing of E-Mail shall be considered as a valid delivery to the client and DHYAN STOCK BROKING shall not be responsible for the consequences thereof.

We hereby agree to confirm to verify the information/documents that are sent on email and/or upload on the said website regularly and the same shall be deemed to be received by me/us (vide SEBI) circular ref .no. SEBI/SMD/SE/15/2003/29/04 dated April 29, 2003, regarding issuance of contact notes/bills, statements of ledger / accounts in digital / electronic form and also to disseminate the same on the website for easy access to the investor and also the additional conditions conveyed by SEBI vide its circular No. MRD/DOP/SE/Cir-20/2005 dated September 8,2005.

If there is any change in the name and in my / our email ID or in the residential / correspondence address, the same shall be intimated to you in writing within reasonable period of time.

Yours faithfully,

Client Name : _____

 Client's Sign _____

(Signing of this letter is required in terms of Regulation 3.11 of NSE Regulations-Part A (Capital Market Segment) and Bye-Laws 247 A (5) and (6) of BSE Bye-Laws)

To,

Dhyan Stock Broking Private Limited
 Shop No. 1&2, Maru Sadan,
 N. C. Kalkar Road, Dadar (West),
 Mumbai - 400 028

Sub: Member Constituent Agreement..

Dear Sir/Madam,

I/We refer to the Member Constituent Agreement entered by us.

With reference to the same, I/we hereby agree that if I/we fail to make payment of consideration to, you in respect of any or more securities purchased by me/us before the pay-in date notified by the Exchange from time to time, you shall be at liberty to sell the securities received in pay-out/lying as margin in proportion to the amount recoverable, after taking into account the amount recoverable after taking into account any amount lying to mine/our credit by selling securities at any time on the Exchange.

I/We further agree that if I/We fail to deliver any one or more securities to your pool account in respect of the securities sold by me/us before the pay-in date notified by the Exchange, from time to time, and shortly delivery of shares by me/us against my selling obligation results into Client to Client shortage, then shares delivered short will be purchased on next day after the pay-in date i.e. on T+3 from Normal Market and the purchase consideration amount will be debited to my/our account. If the covering rate (internal shortage repurchase) is more than the actual sell rate on T day, the difference amount will be borne by me/us,

If the covering rate (internal shortage repurchase) is less than the actual sell rate on T day, the difference amount (actual sell rate - covering rate) will be debited to my/our account. Further if Dhyan Stock Broking Pvt Ltd is unable to buy shares on T day from normal market due to upper side freeze on the scrip or any other reason, my/our account will be debited at the close-out rate and the corresponding buyer will be credited by equivalent amount. The close out rate will be the highest between the actual trade date and (T + 3) date or 20% above the official closing price on the (T+3) day, whichever is higher.

Further if the shares covered against client to client shortages is again received short from me/us, the trade will be settled by debiting the close-out debit to seller client and corresponding buyer for whom the shares were covered, will be credited by equivalent amount. The close-out rate will be the highest rate between the repurchase date (T day) and auction date i.e. (Repurchase rate +3) day or 20% above the official closing price on the auction day, whichever is higher.

If the shares repurchased against client to client shortages received short from Exchange, the settlement shall happen as per the auction/close-out mechanism of exchange.

I/We further agree that if for any reason, schedule of pay-in and pay-out is modified, the aforesaid shall be made applicable reckoning the actual date of pay-in and/or pay-out, as the case may be.

Yours truly,

 Client's Sign _____

Name of the Constituent: _____

Date: _____

 Client's Sign _____

Dear Clients

You are request you to go through carefully and understand the following do's and don't's before you start dealing in securities market

DO'S, PREACCOUNT OPENING

1. Always deals with market intermediaries with SEBI / Exchange
2. it is very important that one should make himself / herself familiar with the rules, regulations bye-laws and circular issued by stock exchange / SEBI before entering into and / or carrying out any other transaction.
3. transact only through stock exchanges
4. Please carryout due diligence before registering as client should carefully read and understand the contents stated in the risk disclosure documents which formed part of investor registration requirement for dealing through brokers in stock market.
5. Clear all our doubts by raising you queries with the relationship.

DONT'S, PRE-ACCOUNT OPENING

Do not start trading until you have read and understood the risk disclosure documents and member client agreement.

DO'S, ACCOUNT OPENING.

1. Please read and understand and thereafter execute the Member-Client Agreement with Dhyan, setting out the terms and conditions clearly.
2. Enter accurate and complete details in the form, fill up all fields. Do not leave any spaces blank.
3. All information provided should be factually correct and accurate since this will form the basis of your relationship with
4. Read and understand every document in the Registration kit carefully before signing.
5. Please provide accurate Email ID, Client ID, DP ID, Mobile Number, Contact Details and Bank account number.
6. The correspondence address should always be updated.
7. Submit your Permanent Account Number (PAN)
8. Understand the utility of maintaining a running account before signing the authorization for the same. Maintaining a Running Account with us is not compulsory.
9. Ensure that all details are correctly mentioned in the welcome letter sent Dhyan after account opening.

DONT'S, ACCOUNT OPENING

1. Do not sign the member client agreement without clearing you doubts in respect thereof.
2. Do not fill in wrong or incomplete details. Do not overwrite cancel misspell the details

DO'S, PRE-TRADING

1. Adopt trading / investment strategies commensurate with you risk bearing capacity, as all investments carry risk, the degree of which varies according to the investment strategy adopted.
2. Assess the risk-return profile of the investments as well as the liquidity and safety aspects before making and/or acting upon your investment decision.
3. Make investments based on your sound reasoning, after taking into account all publicity available information, fundamentals and information made available.
4. Check the veracity of the information available.
5. Access the websites of companies and Regulators for information
6. Keep copies of the Member-Client Agreement and your trading account related documents.
7. Familiaries yourself with the rules, regulations and circulars issued by stock exchanges/SEBI before carrying out any transactions.
8. Ask all relevant questions and clear your doubts with your broker before transacting.
9. Please be informed that there are no guaranteed returns on investment in stock markets. Investment in Capital Market are subject to market risk.
10. Ensure that you have adequate balance before you buy.
11. Ensure that you are holding securities before you sell.
12. Exercise due caution while trading in illiquid shares or penny stocks or Z,T2T category stocks.

DONT'S, PRE-TRADING

1. Do not trade in any product without knowing and/or understanding the associated risks and rewards.
2. Do not influenced by information which is not originating from an appropriate source.
3. Do not believe any promises made about Assured Returns by employees or Sub-broker or Authorised Persons or Marketing Associates.
4. Do not rely on any implicit/explicit promise made by the issuer or any third party or returns.
5. Do not be influenced into buying fundamentally unsound companies (penny stocks) based on sudden spurts in trading volumes or prices or non-authentic favourable looking articles/stories.
6. Do not match / synchronize trade with any other person for any thinly traded shares.
7. Do not misled by rumors circulating in the market.



Client's Sign _____

8. Do not indulge in any trading activity which results in disturbance of market equilibrium in any manner including manipulation of price of any scripts.
9. Do not follow the heard or play an momentum it could turn against you.
10. Do not misled by so called hot tips.
11. Do not undertake deals for others or trade on your own name and then issue cheques from family members from accounts.
12. Do not pay in cash or do not issue a cheque in name of any employee of or any other person in respect of the transaction.
13. Do not get carried away by luring advertisements, if any.
14. Do not try to time the market.
15. Do not leave signed blank delivery instruction slips (DIS) of your depository account lying around carelessly or with anyone. Do not sign blank DIS and keep them with Depository Participant or broker to save time. Remember your carelessness can be your peril.
16. Do not invest based on bull run of the market index/scripts of other companies in same industry / issuer company.
17. Do not start trading before reading and understanding the Risk Disclosure Documents.
18. Don't get misled by guarantees of your investments through postdated cheques.

DO'S, TRADING

1. Call on the land line numbers of your local branch and give clear and unambiguous instructions while placing orders over the phone. In case our visit the branch office, kindly give your orders in writing.
2. Be vigilant in your transactions.
3. Be aware of the risk associated with you Cash Market and Futures & Options positions in the market and margins on them. In case of inadequate margin or nonpayment of margin in your account, your position will be squared off by Risk Management Team.
4. Please bear in mind while it is our endeavour to inform you in case of a margin call, it is your responsibility to maintain margins will square up outstanding position in case of shortfall in margin and delay in payments.
5. Maintain secrecy of your password in case of Internet trading, since you will be solely responsible for all transactions effected from its usage.
6. If at any point of time you received response for resetting password against request which has not been made by you please call us at _____ Customer care Helpdesk immediately.
7. Following is the procedure for handling short deliveries in case the seller client fails to deliver securities in our account within specified pay-in time limit against his/her pay-in selling obligations :
 - a) The short delivery client is debited by an amount equivalent to 10% above the closing rate of the day prior to Pay-in day. The securities delivered short are purchased from the market on T+3 day which is the Auction day on Exchange and the purchase consideration is debited to the short delivery seller client along with the reversal entry of provision amount debited earlier.
 - b) If securities can not be purchased from market due to any force majeure condition, the short delivery seller client debited at the closing rate + 10% where the delivery is matched partially or fully at the Exchange Clearing, the debit and debits/credits shall be as per Exchange debits and credits.

DO'S, TRADING

1. Do not give instructions which are not clear. They should be given verbally over recorded phone lines or in writing.
2. Do not forget to take note of risk involved in the investment.
3. Do not reveal your password to any other person.
4. Do not engage yourself in any activity which is in the nature of intermediary such as sub-broker without proper registration with SEBI/Exchanges.

DONT'S, POST TRADING

1. Insist and ensure that for every executed trade you receive duly signed contract note from your broker, highlighting details of the trade, trade time and number, transaction price, brokerage along with your unique client-id broker's stamp. Please note that the details of every executed trade are posted on our website Dhyanonline.com in the form of contract notes on a daily basis. Access the website, where ever possible and satisfactory yourself in respect thereof.
2. Verify all details in contract notes, immediately on receipt. If you find any discrepancies, write to compliance.dhyan@gmail.com
3. Check your email account mentioned in the 'Know your client' form daily. All your account related information including trade confirmation, Contract notes and margin calls will be emailed to you.
4. Cross check details of your trade with details as available on the Exchange website.
5. Insist on periodical statement of accounts for your scrutiny.
6. Pay the margin within the prescribed time. Collect/pay, your mark to market margins, on your positions, on a daily basis from/to your broker.
7. Ensure receipt of payment/deliveries within one working day of payout.
8. Deliver the shares in case of sale or pay the money in case of purchase before the pay-in day.
9. For payments, issue only crossed account payee cheque/DO/PO in name of Dhyan Stock Broking Pvt Ltd. Please do not to write your full name on the back of the cheque & sign so as to disallow incorrect to any other account.
10. In case of disputes, please write to us at compliance.dhyan@gmail.com
11. Client should deliver, securities for pay-in in our pool account and for margin in our beneficiary account. Management shall not be responsible for any delivery or security to any third party demat accounts including account of our sub-brokers, employees, business development representatives and business partners etc.



Client's Sign _____

DONT'S, POST TRADING

1. Do not make/take payment in cash.
2. Do not believe if a Dhyan Stock Broking Pvt. Ltd. representative tells you that margins are not required or payments on time need not be made.
3. Do not delay payment/deliveries of securities to Broker/Sub broker.
4. Do not accept unsigned contract notes or signed by an unauthorized person.
5. Do not pay more than the agreed brokerage to the intermediary.
6. Do not sign blank delivery instruction slip while meeting security pay in obligation.
7. Do not accept unsigned contract note or contract note signed by any unauthorized person.
8. Don't forego taking due documents of transactions, in good faith even from people whom you know.

DO'S, DEPOSITORIES

1. Handle Delivery Instruction Slips (DIS) Books issued to you carefully.
2. Insist that the DIS numbers are pre-printed and your account number (client 10) be pre stamped.
3. While sending securities for demat, record the distinctive number of the securities sent.
4. Check the demat performance of the issuer company with your DP before deciding to send depository participant.
5. Scrutinize minutely both the transaction and the holding statements that you receive from your depository participant.
6. Always mention the details like ISIN, number of securities accurately. If in doubt, contact Depository participant or your broker.
7. Authorize any corrections, over writing or cancellation on the instruction slips by signing against the same.
8. Ensure that all joint holders of the demat account sign the slip
9. If there is space for multiple instructions and it is not used full, please strike out the blank space for furnishing securities details.
10. Avoid overwriting, cancellation, misspellings, changing of name and quantity of securities.
11. In case you are not transacting frequently make use of the freezing facilities.

DONT'S, DEPOSITORIES

1. Do not issue depository delivery instruction slips from any other family members/friends accounts. Issue the DIS only from your depository account.
2. Do not sign blank Delivery Instruction Slips while meeting security pay in obligation.

DISCLAIMER

The information has been compiled to present the client with a broad understanding of the subject and is general in nature. The contents do not purpose to explain or interpret Acts, Closures. Rules, Regulations and Guidelines. The information is not intended as a source of advertising or solicitation and the contents of the same should not be constructed as legal advice, Readers should take specific advice from qualified professionals when dealing with specific situations and should not consider this as an invitation for a broker client relationship.

We make no guarantee to any kind with respect to the subject matter included herein. We are not responsible for any actions (or lack there of) taken as a result of relying on or in any way using information contained herein and in no event shall we be liable for any damage or loss resulting from reliance or use of this information . Without limiting the above we shall each have no responsibility for any act, error or omission, whether such acts, errors or omissions result from negligence, accident or any other cause.

I hereby acknowledge that I have read and understood the above Do's and Dont's.



Client's Sign _____

**FORMAT OF NRI CLIENT CODE APPLICATION
TO BE SUBMITTED BY NRI TO THE CLEARING MEMBER**

Dhyan Stock Broking Private Limited
Registered Office: Shop No. 1&2, Maru Sadan,
 N. C. Kelkar Road, Dadar (West),
 Mumbai - 400 028

SUB: APPLICATION FOR THE ALLOTMENT OF NRI CODE.

I wish to appoint you as my Clearing Member for clearing and settlement of trades done on the futures and options segment of NSE. My details are as follows:

Name (as appearing in Passport) :

Passport No :

NRO Bank Account No :

Telephone No . : E-mail

Current / Foreign Address : Pin Code:

Permanent Address in India : Pin Code:

We request you to kindly get an NRI client code allotted by NSE/NSCCL for the same.

I undertake that all the trades executed through the above allotted NRI Client code will be on my* behalf.

I further, declare that:

- (a) I hold only one passport as per above mentioned details.
- (b) I have not applied through any other broker for generation of Custodial Participant Code.

(*If the NRI Client code application is for an HUF then the details of the Karta (Manager) has to be given in application and in the undertaking should be provided as follows: "I undertake that all the trades executed through above allotted code will be on behalf of H U F")

Yours sincerely,

Signature

Name.....

(To be submitted by NRI applicant)

Dhyan Stock Broking Private Limited

Registered Office: Shop No. 1&2, Maru Sadan,
N. C. Kelkar Road, Dadar (West),
Mumbai - 400 028

I/We hereby declare that all transactions, as may be entrusted by us to Dhyan Stock Broking Private Limited from time to time will be in strict conformity with the prevailing provisions of Foreign Exchange Management Act, 1999 (FEMA) and regulations/ directions issued by Reserve Bank of India at the time the transactions are put through.

I/We declare that all the securities hold by me / us and to be purchased were / will be, subject to necessary approvals and compliances under FEMA and any other applicable law.

I/We undertake to indemnify Dhyan Stock Broking Private Limited against any actual / notional loss incurred by Dhyan Stock Broking Private Limited due to non compliance by me/ us with FEMA or any other regulations in place.

I/We also hereby agree and undertake to give such information/documents as will satisfy you about transaction(s) in terms of the above declaration as may be require from time to time.

I/We also understand that if I/We refuse to comply with any such requirement or make only unsatisfactory compliance therewith, Dhyan Stock Broking Private Limited may refuse to undertake the transaction and shall if it has reason to believe that any contravention/evasion is contemplated by me/us report the matter to relevant authority/Reserve Bank if India.

Name of Applicant :

Signature of Applicant :

 Client's Sign _____

ACKNOWLEDGMENT COPY OF KYC FORM

From
Dhyan Stock Broking Private Limited
Shop No 1 & 2, Maru Sadan,
N.C. Kelkar Road, Near Shiv Sena Bhavan,
Mumbai - 400028

To,

Sub: Acknowledgement Copy of the client for Receipt of Complete Set of KYC Documents

I hereby confirm that, I have received below mentioned copy of complete set of KYC form – agreement and all annexure/documents etc. mentioned/ attached in this KYC form for my record purpose.

1. BSE Member Client Agreement (BSE-MCA)
2. Combined Risk Disclosure Document (RDD)
3. Know Your Client (KYC) Form- for Individual / Proprietor's / Karta
OR
4. Know Your Client (KYC) Form- for Non Individual
5. Policies & Procedures
6. Non- Mandatory Clauses – Addendum to agreement
7. Running Account Letter
8. Do's and Don'ts

Yours truly,

Client Name: _____

Client Sign: _____

Date: _____

 Client's Sign _____

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

1. Eirm Policy

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

2. Principal Officer Designation and Duties

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

3. Customer Identification and Verification and Client Special Categorization

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

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

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

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

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

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

4. Maintenance of records

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

The records shall contain the following information:

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

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

5. Monitoring Accounts For Suspicious Activity

The firm will monitor through the automated means of Back Office Software for unusual size, volume, pattern or type of transactions. For non automated monitoring, the following kinds of activities are to be mentioned as Red Flags and reported to the Principal Officer.

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

When a member of the firm detects any red flag he or she will escalate the same to the Principal Officer for further investigation. Broad categories of reason for suspicion and examples of suspicious transactions for an intermediary are indicated as under:

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



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- Sudden activity in dormant accounts
 - Activity inconsistent with what would be expected from declared business
 - Account used for circular trading
- v. Nature of Transactions
- Unusual or unjustified complexity
 - No economic rationale or bonafide purpose
 - Source of funds are doubtful
 - Appears to be case of insider trading
 - Investment proceeds transferred to a third party Transactions reflect likely market manipulations
 - Suspicious off market transactions
- vi. Value of Transactions
- Value just under the reporting threshold amount in an apparent attempt to avoid reporting
 - Large sums being transferred from overseas for making payments
 - Inconsistent with the clients apparent financial standing
 - Inconsistency in the payment pattern by client
 - Block deal which is not at market price or prices appear to be artificially inflated/deflated

6. Reporting to FIU IND

For Cash Transaction Reporting

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

For Suspicious Transactions Reporting

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

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

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

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

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

7. AML Record Keeping

i. STR Maintenance and Confidentiality

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

ii. Responsibility for AML Records and SAR Filing

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

iii. Records Required

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

8. Training Programs

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

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

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



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

9. Program to Test AML Program

i. Staffing: The testing of our AML program will be performed by the Statutory Auditors of the company

ii. Evaluation and Reporting: After we have completed the testing, the Auditor staff will report its findings to the Board of Directors. We will address each of the resulting recommendations.

10. Monitoring Employee Conduct and Accounts

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

11. Confidential Reporting of AML Non-Compliance

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

12. Board of Directors Approval

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

For M/s. For Dhyan Stock Broking Pvt. Ltd

Directors/Authorised Signatory



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Introduction

This policy aims to define and establish M/s. Dhyan Stock Broking Pvt. Ltd. (herein after referred to as "Stock Broker"), position and rules with respect to:

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

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

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

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



x. **“Price Sensitive Information”** shall mean any information which relates directly or indirectly to Company and which if published is likely to materially affect the price of securities of Company.

The following shall be deemed to be price sensitive information:

- Periodical financial results of the Company;
- Intended declaration of dividends (both interim and final); Issue of securities or buy-back of securities;
- Any major expansion plans or execution of new projects; Amalgamation, mergers or takeovers;
- Disposal of the whole or substantial part of the undertaking;
- Any significant changes in policies, plans or operations of the Company;

xi. **“Unpublished”** means information which is not published by the Company or its agents and is not specific in nature.

xii. **“Compliance Officer”** means an officer appointed by the Board for the purpose of monitoring, observing, educating the employees, setting forth the policies and administration of the procedure under the overall supervision of the Managing Director of the Stock Broker in relation to Compliance with this policy.

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

For M/s. For Dhyan Stock Broking Pvt. Ltd

Directors/Authorised Signatory

To,
Dhyan Stock Broking Pvt. Ltd.

Sub: Name Discrepancy

I Mr/Mrs/Miss mentioned that the name which is mentioned on my
Pan Card that is and the name which is mentioned on my
Pan Card Web site that is and the name is mentioned on my
Bank Proof that is and the name is mentioned on my
DP Proof that is and the name which is mentioned on
my Address proof that is and the name which is
mentioned on Income Proof that is

All the names mentioned above belongs to one and same person that is me.

.....
Signature

 Client's Sign _____

Dhyan Stock Broking Private Limited

Shop No. 1&2, Maru Sadan,

N. C. Kalkar Road,

Dadar (West),

Mumbai - 400 028.

To,

Client Name: _____

Address

Date:

Dear Sir / Ma'am,

Re: Securities Account Opening

We welcome you to _____ and thank you for opening /
maintaining your account with us for the purpose of dealing in securities.

Please quote the following Trading code while placing orders & any other future correspondence with us.

Your Trading Code is:

Please acknowledge the enclosed copy of the documents executed by us, as confirmation of the same.

Assuring you of our best attention and services at all times,

Thanking you,

Yours Truly,

For M/s.

Director / Authorised Signatory (Stock Broker)