

No.

**CLIENT REGISTRATION FORM**  
**INDIVIDUAL /HUF/PROPRIETORSHIP FIRM/NRI**

**(CAPITAL / F &O)**



**MARCK SECURITIES PVT. LTD.**

**Member - NSE Capital & F&O Segment**  
**SEBI Regn. No. : INB 231107138 / INF 231107138**



**REGISTERED OFFICE :**

3rd Floor, Shyam Lal Marg, 84, Daryaganj,  
New Delhi-110 002

Ph.: 011-23242234-35, 23242601-05

Fax : 011-23242604 Email : marck@vsnl.net

**[www.marcksecurities.com](http://www.marcksecurities.com)**

Client Name :

Client Code

## INSTRUCTIONS

### PLEASE READ THE FOLLOWING INSTRUCTIONS

**Instructions for filling up and completing the account opening document :**

1. Please fill all information in capital letters.
2. Please ensure that the form is complete in all respects and copies of the required documents are attached.
3. Each client has to use on Registration Form. In case of joint names Family Members, please submit separate forms for each person.
4. Pin code is compulsory in the address details.
5. Please put full signature at the bottom of each page and other places marked ✓ for this purpose
6. Please affix (not staple) a passport size photograph(s) on the space provided & sign across the photograph.
7. Please sign in initials wherever overwriting is done.
8. Please retain a copy of agreement, Risk Disclosure document & Investors Rights & Obligations for your references.
9. Information provided shall be kept confidential and the same shall not be disclosed to any person/entity except as required under the law.
10. Please attach and sign a Non Judicial Stamp Paper of Rs. 50/- with the matter provided in Annexure-III.

### CHECK LIST

DOCUMENTS REQUIRED		REMARKS
1. Photograph with signature	C	
2. Agreement signed on each page & witnessed	C	
3. Stamp paper signed (Franking date should not be prior to 6 months of the date of agreement)	C	
4. Risk Disclosure Document Signed on all pages	C	
5. Proof of ID (Copy of PAN Card)	C	
6. Proof of Residence (Any one of the : Passport/Driving Licence/Ration Card/Voter ID/Bank Passbook/Flat Maintenance Bill/Rent Agreement/Telephone Bill/Electricity Bill/Certificate Issued at employer registered under MAPIN/Insurance Policy)	C	
7. CMR as proof of DMAT A/c	C	
8. Bank A/C with Proof	C	
9. E-mail ID	C	
10. Family Adjustment Letter	O	

**C = Compulsory, O = Optional**

**For Office Use Only**

Verified By : \_\_\_\_\_

Alloted By : \_\_\_\_\_

Approved By : \_\_\_\_\_

Brokerage % Min Other

Dly.....

Jobb.....

F & O.....

# INDEX

Disclosure pursuant to NSE Circular No. NSE / INSP / 2006 / 52 dated 5th July, 2006  
Documents required as per SEBI Circular No. SEBI/MIRSD/DPS-1/CIR-31/2004 dated 26-8-2004  
Read with SEBI Circular bearing Reference No. MIRSTD/SE/CIR-19/2009 dated 3-12-2009

## PART - I MANDATORY DOCUMENTS

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## PART - II NON-MANDATORY DOCUMENTS

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I/We have fully understood the distinction and details regarding the Mandatory/Non-Mandatory and do hereby enter and sign the same and agree not to call into question the validity, enforce ability and applicability of any voluntary agreement(s)/ document(s) or clauses within any voluntary/optional agreement(s)/document(s) under any circumstances what so ever.



Signature of Client

# MARCK SECURITIES PVT. LTD.

Dear Sir,

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

Trading Code.....

UCC.....

My Email Id.....



(Signature of Client)

**INDIVIDUAL / HUF CLIENT REGISTRATION FORM FOR CASH & DERIVATIVES SEGMENT OF NSE**



# MARCK SECURITIES PVT. LTD.

Member : NSE (Cash & F&O Segment)  
 SEBI Regn. No. : INB/F 231107138  
 3rd Floor, Shyam Lal Marg, 84, Daryaganj, New Delhi-110002

Please Affix  
 and sign  
 across the  
 photograph

Dear Sir,

I request you to register me as your client and enable me to trade in the Cash & Derivative Segment of National Stock Exchange of India Ltd. pursuant to the Agreement entered into with you. I have read Rules, Bye-laws and Regulations of the Cash as well as the F&O Segment of National Stock Exchange of India Ltd. ("the Exchanges") and agree to abide by them. In this regard, I give the following information :

**PERSONAL DETAILS**

Name			
Father's/Spouse's Name			
Date of Birth			Sex : <input type="checkbox"/> Male <input type="checkbox"/> Female
Marital Status	<input type="checkbox"/> Married <input type="checkbox"/> Single		
Educational Qualification	<input type="checkbox"/> Graduate <input type="checkbox"/> Post Graduate <input type="checkbox"/> Professional <input type="checkbox"/> Others (Pls. Specify).....		
Residential Status	<input type="checkbox"/> Indian <input type="checkbox"/> NRI <input type="checkbox"/> Others (.....) (Pls. Specify).....		

**RESIDENCE DETAILS**

Address				
Nationality			Pin	<input type="text"/>
Phone No. (with STD Code)			Mobile	<input type="text"/>
Fax No. (with STD code)			E-mail	<input type="text"/>

**OFFICE DETAILS**

Occupation Details	<input type="checkbox"/> Employed <input type="checkbox"/> Self Employed <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Housewife <input type="checkbox"/> Others (.....) (Pl. Specify) .....			
Name of Employer				
Employed Since				
Name of Establishment (In case of Self-Employed/Business/Professional/Others)			Designation	
Establishment Since				
Office Address				
	State :	Country :	Pin	<input type="text"/>
Phone No. (with STD Code)			Mobile	<input type="text"/>
Fax No. (with STD Code)			E-mail	<input type="text"/>

**FINANCIAL DETAILS**

Income Tax No. (PAN / GIR)			Income Range	<input type="checkbox"/> Below Rs. 1,00,000
MAPIN No. (If obtained)				<input type="checkbox"/> Rs. 1,00,000 to 2,00,000
Unique Identification No.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Rs. 2,00,000 to 5,00,000
	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Above Rs. 5,00,000

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**PLEASE PROVIDE DETAILS OF YOUR BANK ACCOUNT**

BANK NAME	BRANCH ADDRESS	BANK A/C NO.	A/C TYPE (SB / CA)	MICR No.

*(Copy of a cancelled Cheque leaf/pass book/bank statement containing name of the constituent should be submitted)*

**PLEASE PROVIDE DETAILS OF YOUR ACCOUNT WITH DEPOSITORY PARTICIPANT**

NAME OF THE DP	DP ID	BENEFICIARY ID	NAME OF BENEFICIARY ID

**INTRODUCER'S DETAILS**

NAME	
FATHER'S NAME	
ADDRESS	
MAPIN UID No. of Introducer if any :	
SIGNATURE	
RELATIONSHIP WITH APPLICANT	RELATIONSHIP WITH TM

**OTHER / BROKER'S / SUB-BROKER'S DETAILS**


Whether registered with any other Broker - Member / Sub Broker	
If Yes, Name of the Broker	
If Yes, Name of the Exchange	Code No.
Details of Sub-Broker (Name & Address)	
SEBI Registration No. ( _____ ) ( _____ ) ( _____ )	

**INVESTMENT/TRADING EXPERIENCE, EXCHANGE AND SEGMENT PREFERENCE**

Prior Experience	<input type="checkbox"/> No <input type="checkbox"/> ____ Year(s) in Stock <input type="checkbox"/> ____ Year(s) in derivatives <input type="checkbox"/> ____ Year(s) in other investment related fields
Market Segments / Preference	<input type="checkbox"/> Capital <input type="checkbox"/> Derivatives <input type="checkbox"/> Debt.
Details of any action taken by SEBI/Stock Exchange/any other authority against the constituents or its partners/promoters/wholtime directors/authorised persons in charge of dealing in securities for violation of securities laws/other economic offence	<input type="checkbox"/> No <input type="checkbox"/> Yes If Yes, mention details

**PLEASE SIGN THIS DECLARATION**

I hereby declare that all the information and particulars given by me in this application are true to the best of my knowledge and belief. I agree to immediately inform you in writing if there is any change in any of the information given in this application. I also declare and agree that if any of the above statements are found to be incorrect or false or any information or particulars have been suppressed or omitted there from. **I also liable to be debarred from doing business both in the Cash and F&O Segment of the Exchanges.** I also agree to furnish such further information as you or the Exchanges may require from me and I agree that if I fail to give such information, you shall have the right to cancel my registration and the exchanges shall have the right to debar me from doing business both in the Cash and F&O Segments of the Exchanges.

Name		Signature	
Place		Date	

## MEMBER AND CONSTITUENT AGREEMENT (CASH AND F&O SEGMENT)

This Agreement is made and executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, between M/s. **MARCK SECURITIES PVT. LTD.** a body corporate, incorporated under the provisions of the Companies Act, 1956, being a member of the National Stock Exchange (hereinafter called "the Exchange"), and having its Registered office at **3rd Floor, Shyam Lal Marg, 84, Daryaganj, New Delhi-I 10002** (hereinafter called "the stock broker") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include itself in the capacity of a trading member while trading in the derivatives segment, it/his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, 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 Part

**AND**

Mr./Ms./M/s. \_\_\_\_\_, an individual/a sole proprietary concern/a partnership firm/ a body corporate, registered/ incorporated, under the provisions of the Indian Partnership Act, 1932 / the Companies Act, 1956, having its/his/her residence / registered office 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 and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part;

Whereas the stock broker is registered as the stock broker of the Exchange with SEBI registration number **INB 23 I 107138** in the Capital Market/ Cash Segment and SEBI registration number **INF 23 I 107138** in the Futures and Options Segment.

Whereas the client 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.

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, the liability and the capacity in which the stock broker acts.

WHEREAS the stock broker and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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

1. The client agrees to immediately notify the stock broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker at the time of opening of the account or at any time thereafter.
2. The stock broker declares that it has brought the contents of the risk disclosure document 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 client shall be obliged to pay such margins within the stipulated time.

- e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The Client agrees to pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/SEBI.
  4. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
  5. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
  6. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its 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 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.
  8. The stock broker agrees to inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange.
  9. In the event of death or insolvency of the client or his/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 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 stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
  14. The stock broker hereby agree 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, 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.
  18. 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.

19. The instructions issued by an authorised 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. Whereas 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 stock broker 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.
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 thereunder.
25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
26. 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.

Name of Client : .....

Name and address of 1st witness (on behalf of Globe) :

Title/Designation of Client : .....

Signature of Client :

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Signature of 1st witness



Name/Trade Name of Stock Broker : **MARCK SECURITIES PVT. LTD.**

Name and address of 2nd witness (on behalf of MARCK) :

Title/Designation of Stock Broker : .....

Signature of Stock Broker :



Signature of 2nd witness



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.

## RISK DISCLOSURE DOCUMENT (FOR CAPITAL MARKET AND F&O SEGMENT)

This document is issued by the member of the National Stock Exchange of India (hereinafter referred to as "NSE") which has been formulated by the Exchanges in coordination with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") and contains important information on trading in Equities and F&O Segments of NSE. All prospective constituents should read this document before trading on Capital Market/Cash Segment or F&O segment of the Exchanges. NSE/SEBI does neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure document nor has NSE/SEBI endorsed or passed any merits of participating in the trading segments. This brief statement does not disclose all the risks and other significant aspects of trading. In the light of the risks involved, you should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk.

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

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

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

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

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

#### I.1 Risk of Higher Volatility :

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

#### I.2. Risk of Lower Liquidity :

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

I.2.1 Buying/selling without intention of giving and/or taking delivery of a security, as part of a day trading

strategy, may also result into losses, because in such a situation, stocks may have to be sold/purchased at a low/high prices, compared to the expected price levels, so as not to have any obligation to deliver/receive a security.

### 1.3 Risk of Wider Spreads :

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

### 1.4 Risk-reducing orders:

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

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

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

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

### 1.5 Risk of New Announcements :

Issuers make news announcements that may impact the price of the securities / contracts. These announcements may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.

### 1.6 Risk of Rumours:

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

### 1.7 System Risk:

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

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

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

### 1.8 System/Network Congestion:

Trading on NSE 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 order, these represent a risk because of your obligations to settle all executed transactions.

**2. As far as Futures and Options segment is concerned, please note and get yourself acquainted with the following additional features:-**

**2.1 Effect of "Leverage" or "Gearing"**

The amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'. Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in derivatives trading and also trade with caution while taking into account one's circumstances, financial resources, etc. If the prices move against you, you may lose a part of or whole margin equivalent to the principal investment amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

- A. Futures trading involves daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index. If the index has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading next day.
- B. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the broker/member may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions, For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- E. You must ask your broker to provide the full details of the derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

**2.2. Risk of Option holders**

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

**2.3 Risks of Option Writers**

- 1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
- 2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, is the case with all investment in options, to consult with someone who is experienced and knowledge with respect to the risks and potential rewards of combination transactions under various market circumstances.

of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which has been specifically identifiable as your own will be pro-rated in the same manner as cash for purpose 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-I enclosed with this document.
- 3.4 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a member for the purpose of acquiring and/or selling of the securities through the mechanism provided by NSE.
- 3.5 The term 'member' shall mean and include a trading member, a broker or a stock broker, who has been admitted as such by NSE and who holds a registration certificate as a stock broker from SEBI. I hereby acknowledge that I have received and understood this risk disclosure statement and appendix-I containing my rights and obligations.
- 3.6 The Trading member is doing proprietary (Pro) trading apart from clients trading in all stock exchanges i.e. NSE.

**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

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

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Customer Signature  
(If partner, Corporate, or other Signatory, then attest with company seal.)

Date 

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## **ANNEXURE - I**

### **INVESTOR'S RIGHTS AND OBLIGATIONS**

- 1.1 You should familiarise yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the stock market or the broking firm's insolvency or bankruptcy.
  - 1.1.1 Please ensure that you have a documentary proof of your having made deposit of such money or property with the member, stating towards which account such money or property deposited.
  - 1.1.2 Further, it may be noted that the extent to which you may recover such money or property may be governed by the Bye-laws and Regulations of NSE and the scheme of the Investor's Protection Fund in force from time to time.
  - 1.1.3 Any dispute with the member with respect to deposits, margin money, etc., and producing an appropriate proof thereof, shall be subject to arbitration as per the Rules, Byelaws/Regulations of NSE or its Clearing Corporation / Clearing House.
- 1.2 Before you begin to trade, you should obtain a clear idea from your member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
- 1.3 You should exercise due diligence and comply with the following requirements of the NSE 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 NSE and whether they are enabled to trade may be verified from NSE website ([www.nseindia.com](http://www.nseindia.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.
  - 1.3.2. 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 "Known Your Client" form, which may also include include details of PAN or Passport or Driving License or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by SEBI/NSE at any time, as is available with the investor.
  - 1.3.4. Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of NSE or its Clearing Corporation / Clearing House from time to time, because this may be useful as a proof of your dealing arrangements with the member.
  - 1.3.5. Give any order for buy or sell of a 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 member to the investors latest on the next working day of the trade. Contract note can be issued by the member either in electronic form using digital signature as required, or in hard copy. In case you do not receive a contract note on the next working day or at a mutually agreed time, please get in touch with the Investors Grievance Cell of NSE/BSE, without delaying.

- 1.3.7. Facility of Trade Verification is available on NSE website (www.nseindia.com), where details of trade as mentioned in the contract note may be verified from the trade date upto five trading days. Where trade details on the website, do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of NSE.
- 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 NSE 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 acknowledgment 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 day after date of pay-out announced by NSE 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 Investor's Grievance Cell of NSE.
- 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 NSE, without delaying.
- 1.3.11. In case of a complaint against a member/registered sub-broker, you should address the complaint to the Office as may be specified by NSE from time to time.
- 1.4 In case where a member surrenders his membership, NSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE, ensure that you lodge a claim with NSE/NSCCL/Clearing House within the stipulated period and with the supporting documents.
- 1.5 In case where a member is expelled member from trading membership or declared a defaulter, NSE gives a public notice inviting claims, if any, from investors, In case of a claim, relating to "transactions executed on the trading system" of NSE, ensure that you lodge a claim with NSE 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/By-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 IPF.
- Notes :
1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a trading member of NSE for the purpose of acquiring and / or selling of securities through the mechanism provided by NSE.
  2. The term 'member' shall mean and include a member or a broker or a stock broker, who has been admitted as such by NSE and who holds a registration certificate as a stock broker from SEBI.
  3. NSE may be substituted with names of the relevant exchanges, wherever applicable.

## POLICIES & PROCEDURE

### a) Policy for Penny Stock

A stock that trades at a relatively low price and market capitalization. These types of stocks are generally considered to be highly speculative and high risk because of their lack of liquidity, large bid-ask spreads, small capitalization and limited following and disclosure. Depend on the market condition and RMS policy of the company RMS reserve the right to refuse to provide the limit in Penny stocks and losses if any on account of such refusal shall be borne by client only.

### b) Setting up client's exposure limits

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 stock broker 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 any 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.

We have margin based RMS system. Total deposits of the clients are uploaded in the system and client may take exposure on the basis of

margin applicable for respective security as per VAR based margining system of the stock exchange and/or margin defined by RMS based on their risk perception. Client may take benefit of "credit for sale" i.e. benefit of share held as margin by selling the same by selecting Delivery option through order entry window on the trading platform, the value of share sold will be added with the value of deposit and on the basis of that client may take fresh exposure.

In case of exposure taken on the basis of shares margin the payment is required to be made before the exchange pay in date otherwise it will be liable to square off after the pay in time or any time due to shortage of margin.

c) **Applicable brokerage rate :-** Brokerage will be charged within the limits prescribed by SEBI/Exchange.

d) **Imposition of penalty / delayed payment charges**

Clients will be liable to pay late pay in/delayed payment charges for not making payment of their payin/margin obligation on time as per the exchange requirement/schedule at the rate of 2% per month. Similarly the stock broker will also be liable to pay delayed payment charges to the client for not making payment of their obligation on time, as per the exchange requirement/schedule at the rate of 2% p.m., except in the cases covered by the "Running Account Authorisation" given by the client to the stock broker.

The client agrees that the stock broker may impose fines / penalties for any orders / trades / deals / actions of the client which are contrary to this agreement / rules / regulations / bye laws of the exchange or any other law for the time being in force, at such rates and in such form as it may deem fit. Further where the stock broker has to pay any fine or bear any punishment from any authority in connection with / as a consequence of / in relation to any of the orders / trades / deals / actions of the client, the same shall be borne by the client.

e) **The right to sell client's securities or close clients' positions, without giving notice to the client, on account of non-payment of client's dues**

Without prejudice to the stock brokers other right (Including the right to refer the matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the clients position without giving notice to the client for non payment of margins or other amounts including the pay in obligation, outstanding debts etc and adjust the proceeds of such liquidation/close out, if any, against the clients liabilities/obligations.

The client shall ensure timely availability of funds/securities in form and manner at designated time and in designated bank and depository account(s), for meeting his/her/its pay in obligation of funds and securities. Any and all losses and financial charges on account of such liquidations/ closing out shall be charged to & born by the client. In cases of securities lying in margin account/client beneficiary account and having corporate actions like Bonus, Stock split, Right issue etc, for margin or other purpose the benefit of shares due to received under Bonus, Stock split, Right issue etc will be given when the shares actually received in the stock broker designated demat account.

In case the payment of the margin / security is made by the client through a bank instrument, the stock broker 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 stock broker 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, 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 such square off, the client agrees to bear all the losses based on actual executed prices, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

**f) 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 shortages 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 Payin/Payout Day. The securities delivered short are purchased from market on T+2 day 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+2 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 of securities having corporate actions all cases of short delivery of cum transactions which cannot be auctioned on cum basis or where the cum basis 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.

**g) Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client**

We have margin based RMS system. Client may take exposure upto the amount of margin available with us. Client may not be allowed to take position in case of non-availability/shortage of margin as per our RMS policy of the company. The existing position of the client is also liable to square off/close out without giving notice due to shortage of margin/ non making of payment for their payin obligation/outstanding debts.

**h) Temporarily suspending or closing a client's account at the client's request**

On the request of the client in writing, the client account can be suspended temporarily and same can be activated on the written request of the client only. During the period client account is suspended, the market transaction in the client account will be prohibited. However client shares/ledger balance settlement can take place.

On the request of the client in writing, the client account can be closed provided the client account is settled. If the client wants to reopen the account in that case client has to again complete the KYC requirement.

**i) Deregistering 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 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 the client being a partnership firm, has any steps taken by the Client and/or its partners for dissolution of the partnership;
- (v) If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the Stock broker;
- (vi) If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable;
- (vii) If the Client is in breach of any term, condition or covenant of this Agreement;
- (viii) If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security;
- (ix) 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;
- (x) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- (xi) If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a

receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;

- (xii) If any covenant or warranty of the Client is incorrect or untrue in any material respect;

**Inactive Client account:** - Client account will be considered as inactive if the client does not trade for period of one year. Calculation will be done at the beginning of every month and those clients who have not traded even a single time will be considered as inactive, the shares/ credit ledger balance if any will be transferred to the client within one week of the identifying the client as inactive. The client has to make written request for reactivation of their account.

Trading in Exchange is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders. I/we understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt or any break down in our back office/ front end system, or any such other problems/glitch whereby not being able to establish access to the trading system/network, which may be beyond your control and may result in delay in processing or not processing buy or sell Orders either in part or in full. I/We shall be fully liable and responsible for any such problem/fault.

**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 any one or more means or methods. 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.

## LETTER OF AUTHORITY

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

Client Code : \_\_\_\_\_

### **MARCK SECURITIES PVT. LTD.**

Member : NSE (Cash and F&O Segment)

SEBI Regn. No.: INB/INF 231107138

3rd Floor, Shyam Lal Marg, 84 Daryaganj, New Delhi-110002

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

Dear Sir,

#### **Sub: Letter of Authority - CASH and F&O Segment**

I/We are dealing in securities with you at NSE in Cash and Derivative Segment and in order to facilitate ease of operations, I/We authorise you as under :

1. I/We authorise you to setoff outstanding in any of our accounts against credits available or arising in any other accounts maintained with you irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange or in any other exchanges and/or against the value of cash margin or collateral shares provided to you by us. 21
2. I/We hereby authorise you not to provide me Order Confirmation / Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I/We shall get the required details from contract notes issued by you.
3. I/We hereby authorise you to keep all the securities which we give you in margin including the payout of securities received by us for meeting margin / other obligation in stock exchange in whatever manner which may include pledging of shares in favour of bank and / or taking loan against the same of meeting margin/ pay - in obligation on our behalf or for giving the same as margin to the Stock Exchange or otherwise.
4. I/We request you to retain credit balance in any of my/our account and to use the idle funds towards our margin/future obligations at any or both the Exchanges unless I/We instruct you otherwise. I/We also authorize you to debit the necessary demat charged from time to time, for keeping the shares in your client demat beneficiary account on my/our behalf. I/We also authorise you to debit the financial charges @ 2% p.m. for the debit balances if any, in my/our account and not settled as per the exchange requirements.
5. I/We request you to retain Securities in your Demat account for my/ our margin/future obligations at all Exchanges, unless I/We instruct you to transfer the same to my/our account.
6. I/We request you to consider my/our telephonic instructions for order placing/order modification/order cancellation as a written instruction and give me/us all the confirmation on telephone unless instructed otherwise in writing. I/We am/are getting required details from contracts issued by you.
7. I/We will collect from your office Contract Notes, Bills, Securities, etc. as per our convenience.
8. I/We request that you may send/despatch me/us contract notes other documents through E-mail : on my/our designated e-mail address of \_\_\_\_\_.

We will completely rely on the log reports of your despatching software as a conclusive proof of despatch of e-mail to me/us and will not dispute the same.

9. I/We will inform you the change my/ our my e-mail, if any, in future either by regd. post or through a digitally signed e-mail.

10. I/We authorize Mr./Ms. \_\_\_\_\_ to deal/transact on my/our behalf and to place order, give instructions, make and receive payments of securities and monies, collect contract notes, bills, order confirmations, trade confirmations, account statements and any other documents or communication, to sign any 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 and I/we the undersigned to hereby agree and declare and confirm that all the acts, and things done by him/her or his/her substitutes shall be my/our acts, deed and things validity done by me/us to all intents and purposes.
- 11 . Trading of all Exchanges is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders We understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, of any such other problem/glitch whereby not being able to establish access to the trading system/ network, which may be beyond your control and may result in delay in processing or note processing buy or sell Orders either in part or in full. I/ We agree that I/ We shall be fully liable and responsible for any such problems /fault .
12. I/We confirm that I/we will never sublet the trading terminal on any term of connectivity, from my/our place to any other place without your prior approval.
13. I/We am/are agreeable for inter-settlement transfer of securities towards settlements.
14. I/We am/are agreeable for & authorise you to with hold funds pay-out towards all the applicable margins and debits.
15. All fines/penalties and charges lived upon you due to my acts/deeds or transactions may be recovered by you from my account.
16. I/We have a Trading/ Depository relationship with **MARCK SECURITIES PVT. LTD.** Please debit the charges relevant with depository services from my/our trading account on monthly basis. I/We also agree to maintain the adequate balance in my trading account / pay adequate advance fee for the said reasons.

Yours faithfully,

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## RUNNING ACCOUNT AUTHORISATION

### **MARCK SECURITIES PVT. LTD.**

Date.....

3rd Floor, Shyam Lal Marg, 84 Daryaganj  
New Delhi-110002

I/We are dealing through you as a client in Capital Market and Future & Option segment in order to facilitate ease of operations and upfront requirement of margin for trade. I/We authorize you as under:

1. I/We request you to maintain running balance in my account & retain the credit balance in any of my/our account and to use the unused funds towards my/our margin/pay-in/other future obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing corporation unless I/we instruct you otherwise.
2. I/We request you to retain securities with you for my/our margin/pay-in/other future obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing corporation, unless I/We instruct you to transfer the same to my/our account.
3. I/We request you to settle my fund and securities account  Once in every calendar Quarter or  Once in a calendar Month or such other higher period as allowed by SEBI/Stock Exchange time to time except the funds given towards collaterals/margin in form of Bank Guarantee and/or Fixed Deposit Receipt.
4. In case I/We have an outstanding obligation on the settlement date, you may retain the requisite securities/funds towards such obligations and may also retain the funds expected to be required to meet margin obligations for next 5 trading days, calculated in the manner specified by the exchanges.
5. I/We confirm you that I will bring to your notice any dispute arising from the statement of account or settlement so made in writing within 7 working days from the date of receipt of funds/securities or statement of account or statement related to it, as the case may be at your registered office. After that I/We shall have no right to dispute the transaction, funds and/or securities ever and agree that you shall not be liable for any incidental loss/damage caused due to retention of funds and/or securities.
6. I/We confirm you that I can revoke the above mentioned authority by giving 15 working days notice in writing to you.

Thanking you

Yours faithfully,

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(Signature)

Client Name:

Client Code:

**DECLARATION FOR MOBILE NO.**

I,.....having PAN No.....do hereby declare that my mobile no. is..... Further, I authorize ..... that the same may be used for giving me any information/alert/sms/call.

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

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.....

(Signature of Client)

Name :

Client Code :

Address :

Phone No.:

Date :

Verified by (to be done by MARCK)

Name of Employee.....

Signature.....

Date.....

**CLIENT DEFAULTER DECLARATION**

Dated : \_\_\_\_\_

I, \_\_\_\_\_ having PAN no. \_\_\_\_\_

do hereby declare that I have not been involved in any terrorist activity and I have not been declared as defaulter or my name is not appearing in defaulter database as per SEBI/ Various Exchanges/ Regulatory bodies/CIBIL (Credit Information Bureau of India Ltd.) etc.

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

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**(Signature of Client)**

27 ✓

Name:

Client Code:

Date:

Signature:

Client Name:

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

**ANNEXURE - III**

(MATTER TO BE PRINTED ON NON JUDICIAL STAMP PAPER OF RS. 50/-)

THIS NON JUDICIAL STAMP PAPER OF RS. 50/- FORMS PART & PARCEL OF ENCLOSED AGREEMENT BETWEEN M/S. MARCK SECURITIES PVT. LTD., TRADING AND CLEARING MEMBER OF THE CASH & DERIVATIVE SEGMENT OF THE NATIONAL STOCK EXCHANGE LTD., NATIONAL SECURITIES CLEARING CORPORATION LTD. AND IT'S CONSTITUENT.

\_\_\_\_\_  
\_\_\_\_\_

For **MARCK SECURITIES PVT. LTD.**

(Director)

<sup>12</sup>✓

\_\_\_\_\_  
CLIENT

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(TO BE SIGNED BY JOINT HOLDER OF THE DMAT A/c, IF THE CASE IS SUCH)

**TO WHOM SO EVER IT MAY CONCERN**

This is to be declared that I am the joint holder of the Demat A/c, Client ID.....with.....DP Participant in the title named.....

I don't have any objection if Mr./Mrs.....,who is also a joint holder of the said A/c, operate this A/c with NSEIL member MARCK SECURITIES PVT. LTD

<sup>13</sup>✓ CLIENT

Name : .....

Address : .....

.....

**MANDATE TO ISSUE CONTRACTS IS DIGITAL FORMAT**

**Marck Securities Pvt. Ltd.**

3rd Floor, Shyam Lal Marg,  
84, Darya Ganj, New Delhi-110002

Ref. : A/c No. \_\_\_\_\_ (Marck Securities Pvt. Ltd.)

Ref. : A/c No. \_\_\_\_\_ (Marck Securities Pvt. Ltd.)

Dear Sir/Madam,

I/we hereby agree and consent to accept the contract notes for transactions carried on by me/us with all of you or any one of you, In terms of the agreement entered into between us, in digital form. Digital Contracts issued by you as per the terms and conditions specified (specified herein below) shall be binding on me. I/We undertake to check the contract notes and bring the discrepancies to your notice within 24 hours of such issuance of contract notes. My/our non-verification or non accessing the contract notes on regular basis shall not be reason for disputing the contract note at any time. This instructions to issue digital contract note is applicable with immediate effect. This instruction is several to all parties mentioned above.

I hereby accept to the terms and condition as mentioned therein.

Without prejudice to the above, the digital contract notes upload on the web-site : [www.marcksecurities.com](http://www.marcksecurities.com) shall be deemed to be received by me.

We also authorize you not to provide us Order Confirmation / Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. We shall get the required details from Contract Note issued to us.

Yours truly,

Signature of Client <sup>14</sup> ✓ \_\_\_\_\_ E-mail: \_\_\_\_\_

Name of Client \_\_\_\_\_ Client Code : \_\_\_\_\_

Dear Customer,

Thanks very much for opting our offer to send you to the contracts notes in the digital form. For availing the facility of digital contracts notes following are the terms and condition. Please sign it as an acceptance to it.

1. The Digital Contract Notes will be issued in digital form in compliance with the guidelines issued by SEBI/ Exchange from time to time.
2. Digital Contract Notes will be mailed to the e-mail address provided to us in the format as may be prescribed by the Exchange from time to time.
3. Digital Contracts notes will also be available URL <http://www.marcksecurities.com>
4. Clients can view the Digital Contract notes or URL by using the username and Password.
5. The digital contract notes will be archived at an interval of 15 days. If the client intends view the digital contracts notes for a period to 15 days client may request for the same in writing.
6. In case of any failure in system or errors in digital contracts notes, contract will be issued in physical form, which shall be binding on the client.
7. Discrepancies, if any, should be sent to the branch or to e-mail : \_\_\_\_\_ with in 24 hours of issuance of digital contracts notes.
8. I/We also agree that non-receipt of bounced mail notification by the stock broker shall amount to delivery at my/our E-mail ID.
9. Any changes in the terms and contusions shall be intimated from time to time.

**AUTHORISED LETTER FOR SALE OF SECURITIES**

**(In case of Default by the Constituent)**

**Marck Securities Pvt. Ltd.**

3rd Floor, Shyam Lal Marg,  
84, Darya Ganj, New Delhi-110002

Subject : Member Constituent Agreement

Dear Sir/Madam,

I/we refer to Member Constituent Agreement dated \_\_\_\_\_ (Marck Securities Pvt. Ltd.)

and/or \_\_\_\_\_ (Marck Securities Pvt. Ltd.)

With reference to the same, I/we hereby agree that if I/We fail to need my/our funds pay-in obligation in respect of any one or more securities purchased by me/us before the scheduled pay-in date, you shall be at liberty to sell the securities received in pay-out, in proportion to the amount not received, after taking into account any amount lying to my/our credit, by selling equivalent securities at any time after the scheduled shall be deemed to have been closed out at closing price declared by the exchange for the fifth trading day. I/We agree that the loss, if any, on account of the close out shall be to my/our account.

I/We further agree that if I/We fail to delivery any one or more securities to your pool account in respect of the securities sold by/us before that pay-in date notified by the Exchange from time to time, such undischarged obligation(s) in relation to delivering any one or more securities shall be deemed to have been closed out at the auction price of closing price, as may be debited to you in respect of the security for the respective settlement, to the extent traceable to me/us on my/us on my/our failure to deliver, otherwise the closing price on the date of pay-out in respect of the relevant securities, declared by the Exchange. I/We further agree that the loss, if any, on account of the close out shall be to my/our account.

I/We further agree that if for any reason, schedule of 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,

Signature <sup>15</sup> ✓ \_\_\_\_\_

Client Name \_\_\_\_\_

**DISCLOSURE INFORMATION**

To,

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Sir,

This is to inform you as per the exchange that we do client based trading and Pro-account trading.

Thanks and best regards

For **Marck Securities Pvt. Ltd.**

(Director)

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I acknowledge receipt of your information that you do client based trading and Pro account trading.

<sup>16</sup> ✓

(Client)