



# Oswal Shares & Securities Ltd.

Member : NSE / BSE / ASE / CDSL / MCX

## Booklet of Consent Letters

Client Code	
Client Name	

Please Sign on all the pages of this Booklet & submit it to your branch at the earliest



# Oswal Shares & Securities Ltd.

605, SAKAR-I, OPP. NEHRU BRIDGE, ASHRAM ROAD, AHMEDABAD-380 009.

Tel. : +91-79-40082040 TO 47 Fax : +91-79-30082048

• kalpesh@oswalshares.com

• www.oswalshares.com

# Oswal Shares & Securities Ltd.

## Addendum to KYC Form

(The following information are being obtained pursuant to SEBI circular dated 3rd December, 2009 and shall form part of existing KYC Form executed by client)

Please note that the client shall himself fill the particulars in the form.

### CLIENT PROFILE

First Name :

Middle Name :

Last Name :

Mobile :

Client Code : \_\_\_\_\_ DP ID / Client ID : \_\_\_\_\_

I. Kindly note that you have been registered for Cash, Future & Option & Currency Derivative segments of NSE & BSE. If you request to deregister for any segment / exchange, please specify : \_\_\_\_\_

### II. A. For clients trading Capital Market Segment only

Income Range (Per Annum) : (Tick where applicable)

- Below Rs. 1,00,000  
 From Rs. 1,00,000 to 5,00,000  
 From Rs. 5,00,000 to 10,00,000  
 From Rs. 10,00,000 to 25,00,000  
 Above Rs. 25,00,000

### B. Documentary Evidence of Financial Details :

(Applicable to clients trading in Derivative Segments of Stock Exchanges)

List of documents : (select the supporting document & attach self attested copy with this addendum)

- Copy of ITR acknowledgement  
 Copy of Annual Report  
 Copy of Form 16 in case of Salary Income  
 CA certified Net worth Certificate  
 Salary Slip

Signature : \_\_\_\_\_

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

- Bank account statement for last six months
- Copy of demat account Holding Statement
- Any other relevant documents substantiating ownership of assets

(Note : In case of non-individual clients, please provide latest annual report for the entity)

III. Whether action has been taken by SEBI or other authorities against the client during the last three years:

NO  YES

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IF YES, please specify the details of action below :

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Client Code : \_\_\_\_\_ DP ID / Client ID : \_\_\_\_\_

I/We hereby declare that the information furnished above is true and correct to the best of my/our knowledge and belief. I/We warrant that the information is true and correct to the best of my/our knowledge and belief. I/We warrant that the information is true and correct to the best of my/our knowledge and belief.

A. For clients trading Capital Market Segment only

Income Range (Per Annum) : (Tick where applicable)

- Below Rs. 1,00,000
- From Rs. 1,00,000 to 2,00,000
- From Rs. 2,00,000 to 10,00,000
- From Rs. 10,00,000 to 25,00,000
- Above Rs. 25,00,000

B. Countrywise Evidence of Financial Data

(Applicable to clients trading in Derivative Segment of Stock Exchange)

List of documents : (Select the supporting document & attach self attested copy with the addendum)

- Copy of TFR acknowledgment
- Copy of Annual Report
- Copy of Form 16 in case of Salary Income
- CA certified Net worth Certificate
- Salary Slip

Signature : \_\_\_\_\_

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

## **POLICIES AND PROCEDURES FOR CLIENT DEALINGS - ALL EXCHANGES**

(As required by SEBI circular MIRSD/SE/Cir-19/2009 dated December 3, 2009)

### **Policy a. refusal of orders for penny stocks**

**Oswal Shares & Securities Ltd.** does not place any restriction on trading of any listed security on any of the exchanges. Sale of all securities held in the demat account of the clients is allowed. Sale of physical securities is not allowed unless with the express approval of the Director. (In case securities that are part demat are purchased and the delivery is received in the physical form from the market, the client would be expected to transfer the securities into its name, demat the same and then sell it back)

If unusual trading patterns are observed in any security, trading in that securities may be debarred by **Oswal Shares & Securities Ltd.** at the discretion of the Directors

### **Policy b. Setting up client's exposure limit**

**Oswal Shares & Securities Ltd.** sets the exposure allowed to the client is based on the combination of the following factors :

1. The funds and securities of the client lying with **Oswal Shares & Securities Ltd.** in the form of margins/ balance in the bank and demat accounts of the client for which Power of Attorney has been given to **Oswal Shares & Securities Ltd.**
2. Past track record of the client in their dealings
3. Networth / goodwill of the clients
4. Recommendations of the sub-brokers/remisier / authorized person who stand guarantee to the trade

### **Policy c. Imposition of penalty / delayed payment charges by either party, specifying the rate and the period not resulting in funding by the broker in contravention of the applicable laws**

Under no circumstances will any penalty / delayed payment charges will be payable by **Oswal Shares & Securities Ltd.** to the client. Further, as a policy **Oswal Shares & Securities Ltd.** does not charge any interest to the clients unless under the "Margin Trading" facility. However, the following costs shall be borne by the client and will be recovered by the **Oswal Shares & Securities Ltd.** from the clients :

1. Twice the amount of any penalty / fees / fines / penalties / other charges levied by any Exchange / Clearing House / Clearing Corporation / SEBI / any regulator on **Oswal Shares & Securities Ltd.** due to the acts / actions / orders / trades of the clients.
2. Rs. 500/- plus charges of the Bank at actual for cases of cheque return
3. Interest to the clients at the rate of one and a half person per month or part thereof in case of dues of the clients where the matter has been referred to arbitration in case of disputes

The client or a group of clients if they may so desire can place the funds with the Trading Member for the purpose of making FDR with a Bank. The interest earned from such FDRs shall be credited to the account of the client within one month of the receipt of the interest from the Bank / end of the financial year whichever is earlier

### **Policy d. 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 (Limited to the extent of settlement/margin obligation)**

In case the client fails to meet his margin / settlement obligations on the pay-in day or when they are due, the member shall have the right to sell clients' securities or close clients' positions, without giving notice to the client as permitted in the rules / regulations / bye laws / circulars if the concerned exchanges. The client is expected to at all times monitor the stock exchanges websites for the latest real time prices and keep track of the mark to market losses, if any.

Signature : \_\_\_\_\_

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

#### **Policy e. Shortages in obligations arising out of internal netting of trades**

In case of internal positions, the same shall be sent for self auction facility where available. In case where the self auction facility is not available (as is presently not available in NSE), the securities shall be purchased back in the account of the seller who has not delivered and the securities so purchased shall be given to the buyer in the receipt of the same. In case the securities cannot be purchased back for any reason whatsoever, the same shall be closed out at 20% above the closing price on Today. Any loss of corporate benefit to the buyer of the securities shall be recovered from the defaulting seller's account

#### **Policy f. 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 risk management policy of the client is put on the website of the client. Based on the said policy, the member may not allow the client to take further position in the market. Further, the existing position of the client may be closed and the securities of the client lying with the trading member may be sold when :

1. The client fails to meet his commitment for deposit of funds / securities (including cases of cheque return for any reasons whatsoever for reasons attributable to the client)
2. Where the client is unable to provide funds / securities in a manner that can be transferred to the exchange immediately for pay-in / margin obligations.
3. When the trading member has reasonable grounds to believe that the client is involved in illegal / unethical activities.
4. In case of high market volatility where the current margins of the clients with the Trading Member does not cover the value at risk of the client.

#### **Policy g. Temporarily suspending or closing a client's account at the client's request**

At the written / verifiable verbal request of the client, the trading account of the client would be put in the suspended mode. The said account would remain in suspended mode till such time the client requests for the reactivation of account. Provided however that the account cannot be closed / suspended in case the account of the client with the broker is in debit and there are amounts / securities due from the client to the broker.

#### **Policy h. Deregistering a client**

A client will be deregistered on the following situations :

1. Where the client has defaulted at the trading member
2. When the clients request for the same.

Signature of the Client

Place :

Date :

This policy has been adopted by the trading member and may have been revised over time. Latest version of the policy is available at the trading members' website [www.oswalshares.com](http://www.oswalshares.com)

Signature : \_\_\_\_\_

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

Voluntary :

VI. Consent to receive the Contract Note, Trade Confirmations

To,  
**Oswal Shares & Securities Ltd.**  
605, SAKAR-I, OPP. NEHRU BRIDGE,  
ASHRAM ROAD, AHMEDABAD-380 009.

Sir,

I/We hereby consent to receive the contract note / trade confirmations of the trades executed by me / us and bills & account statements thereof, notices, circulars, amendments and such other correspondence or documents in electronic form duly authenticated by means of a digital signature as specified in the Information Technology Act 2000 and the Rules made there under, to any of my self created Email Ids mentioned below -

E-mail Id - 1	
E-mail Id - 2	
E-mail Id - 3	

I / We further hereby consent to the following :

1. That the Member shall fulfill its legal obligation if the aforesaid documents are sent electronically to any one of the said e-mail ids.
2. I / We shall communicate the change in e-mail id, if any, to you through a duly signed physical letter.
3. I / We undertake to check contract notes, bills on regular basis and bring the discrepancies to your notice within 48 hours of the execution of the trade or on receipt of the said statements.
4. Non verification or not accessing the contract notes on regular basis from my / our part shall not be a reason for disputing the contract note.
5. That Member will not be responsible for non receipt of documents sent via electronic delivery due to change in email address as mentioned above or for any other reason which inter alia include the malfunction of my / our computer system / server / internet connection etc.
6. That the non-receipt of bounced mail notification by Member shall amount to delivery of the documents at my / our E-mail ID.
7. That the Member shall not take cognizance of out-of office / out of station auto replies and I / We shall be deemed to have received such electronic mails.

Yours faithfully

Signature : \_\_\_\_\_

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

## Voluntary Document

### Authority To Retain Funds / Securities As Running Account

To,  
**Oswal Shares & Securities Ltd.**  
605, SAKAR-I, OPP. NEHRU BRIDGE,  
ASHRAM ROAD, AHMEDABAD-380 009.

Sir,

**Sub. : Authority to retain Funds / Securities towards Margin in Cash segment, F & O segment & any other segment.**

I / We, am / are registered with you as a client for execution of trades from time to time in cash / capital and / or F & O segment of Bombay Stock Exchange Ltd. (BSE) and / or National Stock Exchange of India Ltd. (NSE) (hereinafter called as "the Stock Exchanges")

For the purpose of operational convenience, I / We hereby give my / our consent to maintain my / our account both for the funds and securities, on running account basis. I understand that consequent to your execution of my / our secondary market trades, I / we have either to pay / receive funds and / or securities depending upon my / our securities transactions. In the event I / we have to receive funds / securities from you on declaration of pay-out of funds or securities by the Stock Exchanges, I / We hereby authorize you to retain the funds and / or securities, as the case may be, with you as margin towards my / our ongoing secondary market transactions from time to time in Cash / Capital market and / or F & O segments of any of the Stock Exchanges.

Further, I / We authorize you to deposit any and all the securities kept as collateral by me/us, from time to time, with Bombay Stock Exchange Limited and / or National Stock Exchange of India Limited and / or BOI Shareholding Limited and / or National Securities Clearing Corporation Limited and / or Indian Clearing Corporation Limited towards margin.

Kindly further note that though I am entitled to revoke this authorization at any time, however, such termination shall be subject to a notice period of fifteen days from the date of physical delivery of revocation letter at your registered office to enable you to make necessary changes to handle my account without running account authorization.

I / We authorize you to actually settle my account with you once in a calendar month / once in a calendar quarter. (Strike out Non Preference)

Thanking You,

Yours Sincerely,

Client Signature	
Client Name	
Client Code	

Voluntary  
 VI. Consent to receive the Contact Note Trade Commissions

to  
 Dawl Shares & Securities Ltd.  
 606 SAHAR OFF HIGH BRIDGE  
 ASHTAM ROAD, AMRUTSAR-150 003

We hereby consent to receive the contact note trade commissions of the fees set out in the schedule below and bills & account statements, notices, circulars, amendments and such other correspondence or documents in electronic form duly authenticated by means of a digital signature as specified in the Information Technology Act 2000 and the Rules made there under to any of my self created Email ids mentioned below.

E-mail id - 1	
E-mail id - 2	
E-mail id - 3	

1. We further hereby consent to the following:
  1. That the Member shall be legally obligated to accept the electronic documents and not to demand any physical copy of the said documents.
  2. We shall communicate the change in e-mail id if any to you through a duly signed physical letter.
  3. We undertake to check contact notes, bills on regular basis and bring the discrepancies to your notice within 48 hours of the execution of the trade or on receipt of the said statements, as per the terms of the contract.
  4. Non-verification or not accessing the contact notes on regular basis from my e-mail shall not be a reason for disputing the contact note.
  5. That Member will not be responsible for non receipt of documents sent via electronic delivery due to change in email address as mentioned above or for any other reason which inter alia include the malfunction of my e-mail computer system / server / internet connection etc.
  6. That the non-receipt of documents shall amount to delivery of the documents at my e-mail id.
  7. That the Member shall not take cognizance of out-of-office / out of station auto replies and I shall be deemed to have received such electronic mails.

Yours faithfully,  
 \_\_\_\_\_  
 \_\_\_\_\_

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