

## **BROKERS NORMS**

### **Clauses for Cash Segment**

Whereas the MEMBER is registered as TRADING MEMBER OF The Stock Exchange, Mumbai (BSE) on the Cash Market segment with SEBI Registration No.INB010778034.

Where as the CONSTITUENT is desirous of investigating/trading in those securities admitted for dealing on the Exchange as defined in the Bye-Laws of the Exchange.

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

Whereas the MEMBER has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the CONSTITUENT and investment objectives relevant to the service to be provided.

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

In considerations of the mutual understanding as set forth in this agreement, the parties there to have agreed to the following terms and conditions.

1. These provisions of this agreement shall always be subject to Government notifications, any rules, regulations and guidelines issued by SEBI and Stock Exchange's rules, regulations and bye-laws that may be in force from time to time.

2. The instruction issued by an authorized representative to deal on behalf of CONSTITUENT.

3. The Stock Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, MEMBER shall be entitled to cancel relative contract(s) with CONSTITUENT.

### **Generic Clauses (Cash Segment):**

1. The agreement entered into between the MEMBER and the CONSTITUENT shall stand terminated by mutual consent of the parties at least one month written notice. Such cancellation or termination shall not have any effect in transaction executed before the date of such notice of termination and the parties shall enjoy the same rights and shall have same obligation in respect of such transaction.

2. In the event of death or insolvency of the CONSTITUENT or his otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the CONSTITUENT has ordered to be brought or sold, MEMBER may (in case of Derivative with the approval of exchange) close out the transaction of the CONSTITUENT and the CONSTITUENT or his legal representative shall be liable for any losses, costs and be entitled to my surplus which result there from.

3. The trading member hereby undertakes to maintain the details of the CONSTITUENT as mentioned in the CONSTITUENT registration from or any other information pertaining to the CONSTITUENT, in confidence and that he shall not disclose the same to any person/entity except as required under the law. Provided however, that the Trading Member shall be allowed to share the details of the CONSTITUENT as mentioned in the CONSTITUENT registration from or any other information pertain to the CONSTITUENT with parties/ entitles other than required under the law with the express permission of the client.

4. All the trades, transactions and contracts are subject to the Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Ahmedabad and the parties to such trade shall be deemed to have submitted to the jurisdiction of the courts in Ahmedabad for the purpose of giving effect tot eh provisions of the Rules and Regulations of the Exchange.

5. Authority to transfer balance between Cash and Derivatives segments. In case the CONSTITUENT conducts trades in both the segment the CONSTITUENT may debit balance in one account and credit in another. The CONSTITUENT hereby agrees that the Member may transfer the credit balance in Cash segment ledger account and vice versa. The transfers may be completed by passing journal entries in Member's books.

6. Statutory & Regulations - The provisions of this agreement shall always be subject to Government notification, the rules regulations and guidelines issued by SEBI and the Stock-Exchange(s), that may be in force from time to time and any other applicable saturatory provisions and rules regulations and bye-laws. The MEMBER is under no obligation to inform the CONSTITUENT of changes in these rules and regulation or guidelines.

7. Acting as a Sub-Broker the CONSTITUENT agrees that he will not act as a Sub-Broker without prior written permission of the MEMBER and without obtaining certificates of Registration from securities and Exchange Board of India (SEBI).

8. Margin with Bank/ Institutions. The CONSTITUENT agrees that any securities placed by him/ her/ it as Margin may in turn be placed as margin by the MEMBER with the Exchange or banks or such other institution as the MEMBER may deem fit. The CONSTITUENT authorizes the MEMBER to do all such acts deeds and things as may be necessary and expedient for placing such securities with Exchange/Bank/Institutions as margin.

1. Pay out of securities\fund order to facilitate. The CONSTITUENT authorizes the MEMBER to maintain a running account with the MEMBER instead of settlement-to settlement clearance of funds\securities due to CONSTITUENT. The pay out funds\securities may be retained by the MEMBER and also authorizes the MEMBER to consider the funds\securities so retained by CONSTITUENT. The CONSTITUENT agrees that the MEMBER shall not be liable for any claim for loss of profit. Or for any consequential, agreement or otherwise. On written request of the CONSTITUENT the MEMBER may release funds\securities to him. If sufficient margins in respect of his trading, across the stock exchanges (s) and across the segments of the stock exchange(s) are available with the MEMBER.

2. Shortfall in margins-If payment\securities toward the Margin or shortfall in Margin is not received instantaneously to enable restoration of sufficient Margin in the CONSTITUENT account all or some of the positions of the CONSTITUENT as well as securities placed as Margin may be liquidated by the MEMBER at its sole discretion, without any reference or prior notice the CONSTITUENT. The resultant or associated losses that may occur due to such squaring of or sale of securities shall be borne by the CONSTITUENT and the MEMBER is hereby fully indemnified and held harmless by the CONSTITUENT in this behalf. Such liquidation or closeout of positions shall apply to any segment in which the CONSTITUENT does business with the MEMBER.

3. Delayed payment - Notwithstanding anything contained in these presents, any amounts which are overdue from a CONSTITUENT or a member of the Constituent's family/group towards trading either in the Cash or Derivative segment or on accounts of any other reason to the MEMBER or to any of the Member's group or associate companies may be charged delayed payment charges @ 1.5% per month or part thereof or such other rate as may be determined by the MEMBER. The CONSTITUENT hereby authorizes the MEMBER to directly debit the same to the account of the CONSTITUENT at the end of each month/ such other interval as may be decided by the MEMBER. The CONSTITUENT also agrees that any amount overdue from him/her (including the interest on delayed payment) shall be offset against the dues owned by the MEMBER to the CONSTITUENT.

4. Authorization of Inter-Company ledger Account balance transfer. The CONSTITUENT hereby authorizes the MEMBER to transfer his/her Debit/ Credit Ledger Account balances arising during the course of business in his/her account in any of the MEMBER group company i.e. RATNAKAR SECURITIES PVT. LTD. company as often may be required. The transfer may be completed by passing journal entries in MEMBER books. The CONSTITUENT would get to know about such transfers based on review of ledger account copies provided by MEMBER.

5. Authorization for debts CONSTITUENT agrees that the MEMBER can debit his ledger for the additional services as required by the CONSTITUENT and provided by the MEMBER or if the MEMBER incurs any additional expenses on behalf of the CONSTITUENT.

6. A copy of this agreement is being provided to the CONSTITUENT at the time of this agreement and the CONSTITUENT misplaces the copy provided to him/them, her/they can put a written request for additional copy.

7. Amendment – The MEMBER may from time to time amend the agreement. If required for complying with any charge in statute. Regulation or with the requirements of any competent authority or if required under its corporate policies, the same shall be informed to the CONSTITUENT by the MEMBER in case The CONSTITUENT is agreeable to the new clauses. However, the meeting to the financial and other obligations under this agreement.

#### Clauses for Digitally signed contract notes

Whereas the CONSTITUENT has permitted the member to provide the digitally signed contract notes/ statement of A/c, etc. through internet.

Now therefore in consideration of the member having agreed to provide the contract notes/statement of A/c, etc. through internet, both the parties to the agreement hereby covenant and agree as follows:

1. The CONSTITUENT shall access the contract notes/trade confirmation of the trades executed on their behalf on the trade date electronically through <https://www.ratnakar.org> or such other means/mode as may be provided by the member from time to time. The CONSTITUENT understands and other communications including but not limited to margin and maintenance calls. All information constrained therein shall be binding on the CONSTITUENT, if CONSTITUENT does not object, either in writing or via electronic mail within 24 hours after any such document are available to the CONSTITUENT.

2. Should the CONSTITUENT experience any difficulty opening an account electronically delivered by the member, the member make the required delivery by any other electronic means (email, electronic mail attachment, or in the form of an available download from the back office website) or in paper based format. Failure to advice of such difficulty within forty eight hours after delivery shall serve as an affirmation that CONSTITUENT was able to receive and open the said document.

3. The CONSTITUENT agrees not to receive the contract notes in paper form from the Member. Provided however that incase when the Member is not able to provide Contract Notes to its CONSTITUENT through internet due to any unforeseen problems. The Members should ensure that the contract not reaches to the CONSTITUENT in physical form as per the time schedule stipulated in Bye-Laws Rules and Regulation of BSE.

4. The CONSTITUENT shall take all the necessary steps to ensure confidentiality and secrecy of the login name and password. Unless the CONSTITUENT lodges a complaint with the Member as to his inability to access the system. It would be presumed that contract notes and all other documents have been properly delivered.

5. The CONSTITUENT agrees that the MEMBER fulfills its legal obligation to deliver to Constituent's any such document if sent via electronic

delivery.

6. The above terms and conditions are in addition to and not in contravention of the terms and condition forming a part of the "Member CONSTITUENT agreement" (cash, delivery or both) signed by the CONSTITUENT.

In WITNESS THEREOF the parties to agreement have caused these presents to be executed as the day and year first above written.

#### Trading facilities

The exchange offers electronic trading facilities which are computer based systems for order routing, execution, matching, registration or clearing trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary, you should ask the firm with which you deal for details in this respect. This document does not disclose all of the risks and other significant aspects involved in trading on a derivatives market. The constituent should therefore study derivatives trading carefully before becoming involved in it.

I hereby acknowledge that I have received and understood this risk disclosure statement.