

## PART I KNOW YOUR CLIENT (KYC) APPLICATION FORM

### Important Instructions:

- A) Fields Marked with (\*) are mandatory fields  
 B) Please fill the form in English and in BLOCK letters.  
 C) Please fill the date in DD-MM-YYYY format  
 D) Please read section wise detailed guidelines / Instructions at the end.  
 E) List of State/U.T code as per Indian Motor Vehicle Act, 1988 (Refer Page No. 6).  
 F) List of two character ISO 3166 country codes is available at the end.  
 G) KYC number of application is mandatory for update applicatuion.  
 H) For particular section update, please tick ( ) in the box available before the section number and strike off the sections not required to be updated.



### For Office use only

(To be filled by financial institution)

Application Type\*

New  Update

KYC Number

(Mandatory for KYC update request)

Account Type\*

Normal  Simplified (for low risk customers)  Small

### 1. PERSONAL DETAILS

Name* (Same as ID proof)	Prefix	First Name	Middle Name	Last Name
Maiden Name (if any)				
Father / Spouse Name*				
Mother's Name*				
Date of Birth*		DD - MM - YYYY		
Gender*	<input type="checkbox"/> M-Male'	<input type="checkbox"/> F-Female	<input type="checkbox"/> T-Transgender	
Marital Status*	<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried	<input type="checkbox"/> Others	
Citizenship*	<input type="checkbox"/> IN- Indian	<input type="checkbox"/> Others (ISO 3166 Country Code <input type="text"/> <input type="text"/> )		
Residential Status*	<input type="checkbox"/> Resident Individual	<input type="checkbox"/> Non Resident Individual		
Occupation Type	<input type="checkbox"/> Foreign National	<input type="checkbox"/> Person of Indian Origin		
	<input type="checkbox"/> Service ( <input type="checkbox"/> Private Sector)	<input type="checkbox"/> Public Sector <input type="checkbox"/> Government Sector		
	<input type="checkbox"/> Others ( <input type="checkbox"/> Professional)	<input type="checkbox"/> Self Employed <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student		
	<input type="checkbox"/> Business	<input type="checkbox"/> B-Business		
	<input type="checkbox"/> Not Categorised			

**PHOTO**

### 2. TICK IF APPLICABLE, RESIDENCE FOR TAX PURPOSES IN JURISDICTION(S) OUT SIDE INDIA

Additional Details Required\* (Mandatory only if section 2 is ticked)

ISO 3166 Country Code of Jurisdiction of Residence\*

Tax Identification Number or equivalent (if issued by jurisdiction)

Place / City of Birth\*

ISO 3166 Country Code of Birth\*

### 3. PROOF OF IDENTIFY (PoI)

(Certified copy of any one of the following proof identify (PoI) needs to be submitted)

A- Passport Number

Passport Expiry Date:

B- Voter ID card

C- Pan Card

D- Driving Licence

E-UID (Aadhar)

F-NREGA Job Card

Z-Others (any document notified by the central government)

Identification Number

S-Simplified Measures Account - Document Type code

Identification Number

### 4. PROOF OF ADDRESS (PoA)\*

4.1. CURRENT / PERMANENT / OVERSEAS ADDRESS DETAILS

Certified copy of any one of the following Proof of Address (PoA) needs to be submitted)

Address Type  Residential/Business  Residential  Business  Registered Office  Unspecified

Proof Address\*  Passport  Driving Licence  UID (Aadhar)

Voter Identify Card  NREGA Job Card  Others

Simplified Measures Account - Document Type code

Address

Line 1\*

Line 2\*

Line 3\*

District\*

Pin / Post Code\*

State / U.T Code\*

ISO 3166 Country Code\*

**4.2. CORRESPONDENCE/LOCAL ADDRESS DETAILS\***

Same as current / Permanent / Overseas Address details (in case of multiple correspondene / local addresses.)

Line 1\*

Line 2\*

Line 3\*  City / Town / Village\*

District\*  Pin / Post Code\*  State / U.T Code\*  ISO 3166 Country Code\*

**4.3.ADDRESS IN THE JURISDICTION DETAILS WHERE APPLICANT IS RESIDENT OUTSIDE INDIA FOR TAX PURPOSES\* (Applicable if section 2 in ticked)**

Same as current / Permanent / Overseas Address details  Same as correspondence / local Address details

Line 1\*

Line 2\*

Line 3\*  City / Town / Village\*

State\*  ZIP / Post Code\*  ISO 3166 Country Code\*

**5. CONTACT DETAILS (All communications will be sent on provided Mobile no. or Email-ID)**

Tele. (Off)  -  Tele. (Res.)  -  Mobile

FAX  -  Email ID

**6. DETAILS OF RELATED PERSON (In case of additional realted persons.**

Addition of Related Person  Deletion of Related Person KYC Number of Related Person (If available)

Related Person Type\*  Guardian of Minor  Assignee  Authorized Representative

Name Prefix  First Name  Middle Name  last Name

**PROOF OF IDENTIFY (PoI) OF RELATED PERSON\***

(Certified copy of any one of the following proof identify (PoI) needs to be submitted)

A- Passport Number  Passport Expiry Date:

B- Voter ID car

C- Pan Card

D- Driving Licence  Driving Licence Expiry Date:

E-UID (Aadhar)

F-NREGA Job Card


Z-Others (any document notified by the central government)  Identification Number

S-Simplified Measures Account - Document Type code  Identification Number

**7. REMARKS (If any)**

**8. APPLICANT DECLARATION**

- I/we hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it
- I/we hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/ email address

Date: -- Place:   Signature / Thumb Impression of Applicant

**9. ATTESTATION / FOR OFFICE USE ONLY**

Document Received  Certified Copies  IPV Done  on  Time

**KYC VERIFICATION CARRIED OUT BY**

Date --

Emp. Name

Emp. Code/ AP Reg No.

Emp. Designation

Emp. Branch

Employee's signature

**INSTITUTION DETAILS**

Name: CAPSTOCK & SECURITIES INDIA PVT. LTD

Code : IN0817

Institution Stamp

## Securities Lending & Borrowing Scheme

Stock lending and borrowing (**SLBS**) is a system in which traders borrow shares that they do not already own, or lend the stocks that they own but do not intend to sell immediately. However, there are some differences - crucially, the rate of interest is market-determined and free of control.

Currently CAPSTOCKS does not offer the facility of repay and recall option. Once the said facility is available the said functionality will be extended to the customers who has opted for SLB segment privilege

For rendering the SLB services CAPSTOCKS will charge a brokerage of 20% + GST on the lending/borrowing fee. Other statutory charges will be levied as per the exchange guidelines.

### **Execution Policy:**

SLBS orders will be placed only if ALL conditions mentioned below are satisfied.

1. The client should have given his/her physical consent to participate in SLB segment
2. Client should not be deactivated/suspended on any or both the exchanges
3. The client should have required shares/funded in trading linked demat/savings account
4. The stock should be part of NSE derivatives segment
5. The order will be executed from the NEAT terminal.
6. The order should only be routed through centralized dealing desk (CDD).

### **Terms and Conditions:**

***This terms and conditions shall be read in conjunction with the Part B & C signed by the client during account opening with CAPSTOCKS & Securities(I) Pvt. Ltd.***

This Facility shall be offered to the Clients, at the sole discretion of CAPSTOCKS.

- SLBS order can currently be executed through NEAT terminal only. Thus the customer has to route the order through the centralized dealing desk (CDD) only.
- SLBS will be available on NSE Exchange and on the stocks which are available for trading on Derivatives segment.
- Customer who wish to lend the shares should have the required number of shares in his/her trading linked demat account before initiating the order placement, otherwise the order will get rejected.
- Customer who wish to borrow the shares should have 100% of lending price, Value at Risk margins, Extreme Loss Margins (same as applicable in Cash market for buying or selling a security) in his/her trading linked bank account before placing an order.
- CAPSTOCKS reserves the right to refuse to offer this Facility to any Client or group of Clients and may withdraw the Facility at any time without prior notice or assigning any reason therefor.
- Under CAPSTOCKS, currently repay and recall option is not available under SLB system. Once the said facility is available it will be extended to the customer who have taken the SLBS privilege.
- CAPSTOCKS shall levy a brokerage of 20% + GST on the lending/borrowing fee. Other statutory charges will be levied as per the Exchange guidelines.
- For further information you may contact our help desk at 0471-4093333 or email us at [helpdesk@capstocks.com](mailto:helpdesk@capstocks.com)

### **Risk statement and disclaimer :-**

The Client agrees that CAPSTOCKS shall not be held liable for reasons including but not limited to volatility 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 CAPSTOCKS.

The Client hereby directs and authorizes CAPSTOCKS as the Depository Participant to act on the directions given by CAPSTOCKS, pursuant to the terms and conditions herein, Power of Attorney (POA) and Client Agreement / Rights and Obligations executed by the Client in favour of /with CAPSTOCKS.

CAPSTOCKS shall not be deemed to have received any electronically transmitted order or application until it has confirmed the receipt of such an order or application. The Client further understands that trading through [www.capstocks.com](http://www.capstocks.com) 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 control and may result in delay in processing or not processing buy or sell orders either in part or in full. The Client understands and agrees that although these problems may be temporary in nature, in case when the Client has outstanding open positions or unexecuted orders, these represent a risk because of the Client's obligations to settle all executed transactions. The Client understands that placing an order with CAPSTOCKS, either electronically or otherwise, does not guarantee execution of the said order or acceptance of an application. The Client shall not hold, nor seek to hold, CAPSTOCKS and/or any of its officers, directors, employees, agents, subsidiaries or affiliates, liable for any loss including but not limited to trading losses incurred by the Client due to exchange or market regulation, suspension of trading, war, strike, equipment failure, communication line failure, system failure, security failure on the Internet, unauthorized access, theft, or any problem, technological or otherwise, or other condition beyond

the control of CAPSTOCKS that might prevent the Client from entering an order or CAPSTOCKS, from executing an order.

The Client hereby agrees and undertakes not to hold CAPSTOCKS as a Depository Participant or otherwise, liable for any claim, action, grievance or dispute that the Client may suffer and shall indemnify and harmless from any claim, action, dispute or grievance that any third party may have, on account CAPSTOCKS having acted in pursuance of the directions and/or authorizations of the Client and/or his /her agent.

**By signing this document, the Client agrees to the following explicitly:**

1. CAPSTOCKS has formulated best execution policy in accordance with specifications provided by SEBI/Exchanges, from time to time.
2. Trading client(Client) has understood the best execution policy as explained by CAPSTOCKS above and agree that the orders entered by client through the facility offered by CAPSTOCKS will help Client route the orders to a particular Exchange or to a routing destination with or without the intervention of CAPSTOCKS
3. Client shall verify and confirm that all orders put through SLBS facility are in order and further agree to notify CAPSTOCKS immediately of errors, if any observed
4. Client should be aware that the trading member shall carry out appropriate validation of all risk parameters before the orders are placed through the SLB system.
5. Client shall be responsible to comply with the settlement schedules/procedures of the relevant Stock Exchanges where the trades are executed
6. CAPSTOCKS shall notify clients of any material changes in its order execution policy. Such change needs to be preceded by a notice of 15 days.
7. Client shall abide to the terms and conditions as communicated regarding SLBS facility from time to time or as is published on our website.
8. Client agrees and confirms that he has understood the features, possible risks, rights, responsibilities and liabilities associated with the smart order routing facility provided by CAPSTOCKS or Exchange.

**\*Declarations:**

I / We confirm that my income range and occupation detail is (please tick the relevant box)

- > 1 lakh     1 lakh to 5 lakh     5 lakh to 10 lakh     10 lakh to 25 lakh     Above 25 Lakhs
- Others(Pls.specify City Public Sector     Private Sector     Govt. Service     Business     Professional

Employer Name :

  
Signature

**BANK ACCOUNT DETAILS\***

Name of Bank: ..... Branch: .....

Address: ..... MICR Code:

Account No: ..... IFSC Code:

Account Type:  SB     CA     NRO     NRE     Others .....

*\*(i) Photocopy of cancelled cheque having the Name of the Account Holder (Or) (ii) Photocopy of the Bank statement having Name and address of the BO and not more than 2 months old, [MICR of the Branch should be present and should be self attested by one BO] (Or) (iii) Photocopy of the pass Book having Name and address of the BO [MICR of the Branch should be present and should be self attested by one BO] (Or) (iv) Letter from the bank. [MICR of the Branch should be present and should be self attested by the BO]*

## RIGHTS AND OBLIGATION DOCUMENT FOR SLBS

- i. The Securities and Exchange Board of India (“SEBI”) has formulated and issued the Securities Lending Scheme, 1997 (“SEBI Scheme”) and SEBI Circular No MRD/DoP/SE/Dep/Cir-14/2007 dated 20<sup>th</sup> December 2007 for facilitating lending and borrowing of securities through an “Approved Intermediary” registered with SEBI.
- ii. The National Securities Clearing Corporation is an Approved Intermediary (“AI”) registered under the SEBI Scheme and is, therefore, authorized to facilitate lending and borrowing of securities in accordance with the SEBI Scheme and Circulars of SEBI issued from time to time. Accordingly, the AI has framed the Securities Lending and Borrowing Scheme (hereinafter referred to as “SLBS”) for facilitating lending and borrowing of securities through persons registered as “Participants”.
- iii. SEBI, thereafter, vide its Circular No. CIR/NRD/DP/19/2014 dated June 3, 2014 (“SEBI Circular”) has modified the framework of Securities Lending and Borrowing. Under the said SEBI Circular, AI shall enter into an agreement with its Clearing Member/Participant (“Agreement”) for the purpose of facilitating Securities Lending and Borrowing and which shall specify the rights, responsibilities and obligations of the AI and the Clearing Member/Participant (“Participant”). The said Agreement shall also define the exact role of AI/Participant vis-à-vis the Client of Participant. As per the said SEBI Circular, AI is also required to frame Rights and Obligations document laying down the rights and obligations of the Participant and its Client for the purpose of Securities Lending and Borrowing. The said Rights and Obligations document shall be mandatory and binding on the Participant. Accordingly, the AI has framed this Rights and Obligations document laying down the rights and obligations of Participant as well as of its Client (“Rights & Obligations Document”).
- iv. Securities Lending and Borrowing can be undertaken by the Participant either on their own account or on account of its Client registered with them. Any person(s) who meets the eligibility criteria as may be specified by the AI for the Clients under the SLBS, shall be eligible to participate in the SLBS by submitting duly signed relevant documentation/s to the Participant that it is desirous of participating in the SLBS. The Participant on the receipt of said relevant documentation/s from its Client, shall provide this Rights & Obligations Document to its Client which will be duly acknowledged by the Client of having read, understood and to agreeing to abide by the same prior to the execution of trade in the SLBS. The terms and conditions of this Rights & Obligations Document shall be binding on the Participant as well as on its Client.
- v. All the transactions under the SLBS by the Client shall be strictly in accordance with SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder and the Rules, Byelaws, Regulations of the AI as a Clearing Corporation as applicable and the terms and conditions of the said Agreement. In the event of any conflict or contradiction between the provisions of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder and the Rules, Byelaws, Regulations of the AI as a Clearing Corporation as applicable and the terms and conditions of the said Agreement and this Rights & Obligations Document, the provisions of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder, the Rules, Byelaws and Regulations of the AI as a Clearing Corporation and the terms and conditions of the said Agreement shall prevail over this Rights & Obligations Document. The provisions of this Rights & Obligations document are in addition thereto and not in derogation thereof.
- vi. The Participant has made the Client aware of and the Client has understood the precise nature of the Participant’s liability towards the Client under SLBS including any limitations on the liability and the capacity in which the Participant acts.
- vii. Subject to the SEBI Scheme, Circulars of SEBI, SLBS and Circulars issued thereunder, and/or the Rules, Byelaws, Regulations of the AI as a Clearing Corporation as applicable and as in force from time to time, the rights and obligations of the Participant as well as its Client shall be hereto as under.
- viii. Unless the context otherwise requires, the words and expressions used herein shall have the same meaning as defined in Securities Contracts (Regulation) Act, 1956 or Securities and Exchange Board of India Act, 1992 or Securities Lending Scheme, 1997 or Depositories Act, 1996 or the Rules and Regulations made thereunder respectively or Circulars of SEBI or SLBS and the Circulars issued thereunder and the Rules, Byelaws and Regulations of the AI as a Clearing Corporation.

### **RIGHTS OF THE PARTICIPANT**

- ix. In consideration of the Participant providing full-fledged securities lending and borrowing under the SLBS, the Participant shall be entitled for charges, fees, and other levies and/or any such other charges, subject to such limits as may be permitted by the AI in its Circulars from time to time.
- x. Margins

The Participant is empowered to call upon its Client to pay such margins as may be specified by the AI from time to time.

  
Signature

xi. Recovery

The Participant shall be entitled to recover from the Client the loss or charges, fees, other levies and /or any such other charges that has been paid by the Participant to the AI or imposed by the AI on account of its Client arising out of default or transactions under the SLBS whether current or past that are effected by the Client in meeting its obligations by adjusting margins and other deposits, if any, available with the Participant against the Client's liabilities / obligations.

**OBLIGATIONS OF THE PARTICIPANT**

xii. The Participant has satisfied itself about the genuineness and financial soundness of the Client and the objectives relevant to the services to be provided and is therefore, agreeable to facilitating such participation subject to the terms and conditions contained herein.

xiii. Issue of Confirmation Memo

The Participant shall, upon execution of the Client's transaction on the order matching platform of the AI, issue the confirmation memo in the specified format or such other documents to the Client within such time as may be prescribed by the AI from time to time.

xiv. Money / Securities to be kept in separate account

The Participant agrees that the money / securities deposited by the Client shall be kept in a separate bank account / settlement demat account, distinct from its own account or accounts of any other Clients, and shall not be used by the Participant for itself or for any other Clients or for any purpose other than the purposes mentioned in the SEBI Scheme, Circulars of SEBI, SLBS and Circulars issued thereunder and/or the Rules, Byelaws, Regulations of the AI as a Clearing Corporation and as in force from time to time.

xv. Update on Settlement Process

The Participant agrees to inform and keep the Client apprised about securities lending and borrowing settlement cycles, delivery/ payment schedules and any changes therein from time to time.

xvi. Compliance with Know Your Client Norms

The Participant undertakes to maintain the "Know Your Client" details of the Client as mentioned in the Client Registration Form or any other information pertaining to the Client in confidence and that it shall not disclose the same to any person / authority except to the AI or as required under any law / regulatory requirements or in compliance with any decree, order or direction of any Court, Tribunal, SEBI or other authority duly empowered in law; provided however that the Participant may so disclose information about its Client to any person or authority with the express permission of the Client.

xvii. Reconciliation of Account

The Participant and the Client shall agree to reconcile their accounts regularly with reference to the transactions under the SLBS.

xviii. Return of Securities and Lending Fees

Where the Client is a lender unless otherwise agreed upon between the Participant and the Client -

- a) The Participant shall ensure the return of securities to the Client by transferring the same to the Client's account within such time as may be prescribed by the AI.
- b) The Participant shall ensure the return of the lending fees to the Client within such time as may be prescribed by the AI.

xix. Delivery of Securities

Where Client is a borrower unless otherwise agreed upon between the Participant and the Client, the Participant shall ensure the delivery of securities to the Client by transferring the same to the Client's account within such time as may be prescribed by the AI.

**RIGHTS OF THE CLIENT**

xx Where the Client is the lender unless otherwise agreed upon between the Participant and the Client –

- a) The Client shall be entitled to receive the securities lent or financial compensation in lieu thereof, computed in such manner as may be specified by the AI from time to time

- b) The Client shall be entitled to receive lender's fee for the securities lent.
- xxi. Where the Client is the borrower unless otherwise agreed upon between the Participant and the Client –
  - a) The Client shall be entitled to receive securities borrowed or financial compensation in lieu thereof, computed in such manner as may be specified by the AI from time to time.
  - b) The Client shall be entitled to receive from the Participant, the collateral in case the Client has deposited securities approved by the AI as collateral.
- xxii. Notwithstanding any other provisions of the said Agreement and this Rights & Obligations Document, the Client shall be entitled to have all the rights that are conferred on it from time to time under the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder.

## **OBLIGATION OF THE CLIENT**

### xxiii. Abide by Law & Acquaintance to Law

The Participant declares that it has brought the contents of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder from time to time, and the terms and conditions of the said Agreement to the notice of the Client and the Client agrees to comply with and adhere to the same.

### xxiv. Update & Comply with the Settlement Process

Notwithstanding anything contained in Clause 15 hereto, the Client shall at all times make its own inquiries and keep itself updated on all settlement cycles, delivery/payment schedules and changes therein, and it shall be the responsibility of the Client to comply with such schedules/procedures of the AI.

### xxv. Processing Charges

The Client agrees to pay the Participant, processing charges and statutory levies prevailing from time to time or any other charges for the services provided by the Participant. The Participant agrees that it shall not charge processing charges / fees beyond the maximum limit permissible under the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder from time to time.

### xxvi. Change in Client Registration Form

The Client agrees to immediately notify the Participant in writing whenever there is any change of information in the details provided by the Client to the Participant at the time of its registration with the Participant and also as provided in the said relevant documentation/s required for participating in SLBS.

### xxvii. Authorized Representative

The Client agrees to be bound by the instructions issued by its authorized representative, if any, in accordance with the letter authorizing the said representative to deal on its behalf.

### xxviii. Return of Securities

The Client shall return the equivalent number of securities of the same type and class borrowed by it within the time specified by the AI in the Circulars issued from time to time.

### xxix. Payment of Margins

xxx. The Client agrees to pay such margins as may be specified by the Participant in accordance with the requirement of AI or SEBI from time to time.

### xxxi. Exposure / Position Limits

The Client agrees to abide by the exposure / position limits, if any, set by the Participant or the AI or SEBI from time to time.

### xxxii. Securities lent to be Unencumbered

The Client agrees and warrants that the securities lent are free from lien, charge, pledge or any encumbrance(s) of whatsoever nature.

xxxiii. Collateral

At the discretion of the Participant, where the Client deposits the required collateral with the Participant, the same shall be free from any encumbrance(s) of whatsoever nature or defect in the title. If any encumbrance(s) or defect in the title is found subsequently, such collateral shall be immediately replaced by the Client.

xxxiv. Insolvency

The Client agrees to immediately furnish information to the Participant 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 it or if any litigation which may have material adverse bearing on its net worth has been filed against it.

xxxv. Cancellation of Transactions

Notwithstanding anything contained in the said Agreement, the AI shall be entitled to cancel transactions under the SLBS, either on an application by a Participant or suo moto or under regulatory directions, and in such event, the transactions done on behalf of the Client shall ipso facto stand cancelled, and neither the AI nor the Participant shall be liable to compensate the Client for any loss whatsoever (including opportunity loss) arising out of such cancellation.

xxxvi. Discontinuation of SLBS and Participation in SLBS

The AI shall be entitled to discontinue the SLBS or the participation of the Participant in the SLBS at any time at its discretion. Such discontinuation may be subject to such terms and conditions as may be specified by the AI from time to time.

## **ARBITRATION**

xxxvii. The Participant and the Client shall co-operate with each other and / or the AI in redressing their grievances in respect of transactions under the SLBS.

xxxviii. All disputes and differences or questions arising out of or in relation to this agreement including obligations, failure or breach thereof by any of the parties and/or of any matter whatsoever arising out of this agreement shall in the first instance be resolved mutually by the parties. If the parties fail to resolve the same mutually, then the same shall be referred to and decided by arbitration in accordance with the procedures as prescribed by the AI under the SLBS and the Circulars issued thereunder.

## **GOVERNING LAW AND JURISDICTION**

xxxix. In relation to any legal action or proceedings to which the AI is a party, the Participant as well as the Client irrevocably submit to the exclusive jurisdiction of the courts at Mumbai, India and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

xxxx. In relation to any legal action or proceedings to which AI is not a party, the parties irrevocably submit to the jurisdiction of any competent court of law where the Client ordinarily resides at the time of execution of the transactions under the SLBS.

Client Name:-

Trading Code:-

Date:-

  
Signature



## RUNNING ACCOUNT AUTHORISATION

From

Client Name:.....

Client Code : .....

To

**M/s Capstocks & Securites (India) Pvt. Ltd.**

**Capstocks Towers**

**Thakaraparambu Road, Fort P.O.**

**Thiruvananthapuram - 695 023**

Dear Sir,

Sub: Running Account Authorisation - reg

I/We are dealing through you as a Client in SLB system/ Capital Market and/or Futures & Option segment and/or Currency segment and/ or Interest Rate future 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/our 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 Funds 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 understand and agree that no interest will be payable to me/us on the amounts so retained with you.
- 4 I/We request you to settle my/our fund \*Once in every Calendar Month / Once in a Calendar Quarter or such other higher period as allowed by SEBI / Stock Exchange(s) from time to time, except the funds given towards collateral / towards collateral / margin in the form of Bank Guardianantee and / or Fixed Deposit Receipt.
- 5 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 (five) Trading days, calculated in the manner specified by the Exchange(s).
- 6 I/We confirm that I/ We will bring to your notice any dispute arising from the statement of account sent to me/us or from my/our account, available on Capstocks website (www.Capstocks.com / www.Capstocksindia.com) and inform you in writing, within 7 (Seven) working days from the date of receipt of statement of account as the case may be, at your registered office address. After that I/we shall have no right whatsoever, to dispute the transaction, funds and further agree that you shall not be liable for any incidental loss/damage, caused due to retention of funds.
- 7 I/We confirm you that I/We can revoke the above mentioned authority immediately by giving notice in writing to you.
- 8 I/We accord my consent to Capstocks to retain upto 10,000 (across segment and across Stock Exchanges) for the purpose of settling my Trading account.

Thanking You

Yours truly

Date:.....

Place:.....



Signature of Applicant/ First Holder

## FATCA / CRS DECLARATION FORM

(Please consult your professional tax advisor for further guidance on your tax residency, if required)

### CLIENT DETAILS

DP ID	1	2	0	2	9	8	0	0									<b>Client code</b>	
Name of First /Sole holder																		
Name of Second holder																		
Name of Third holder																		

### STATUS DETAILS

	First /Sole holder	Second holder	Third holder	Guardian
Place of Birth				
Country of Birth				
Nationality				
Are you an US person	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
*Are you a tax resident of any country other than India?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, please indicate all countries in which you are resident for tax purposes and the associated tax ID Numbers below:				
Tax Identification (TIN)				
Country Issue				

\*Submit Form W9 if you are a US person & W8 Ben for Non US person

### POLITICALLY EXPOSED PERSON (PEP) DETAILS

First /Sole holder	<input type="checkbox"/> PEP <input type="checkbox"/> Related to PEF <input type="checkbox"/> Not Applicable	Third holder	<input type="checkbox"/> PEP <input type="checkbox"/> Related to PEF <input type="checkbox"/> Not Applicable
Second holder	<input type="checkbox"/> PEP <input type="checkbox"/> Related to PEF <input type="checkbox"/> Not Applicable	Guardian	<input type="checkbox"/> PEP <input type="checkbox"/> Related to PEF <input type="checkbox"/> Not Applicable

### DECLARATION

- I/We hereby certify that I/we have declared my/our status as per the applicable FATCA/CRS rules in India as notified by Government of India (GOI)/ Central Board of Direct Taxes (CBDT) / Securities and Exchange Board of India (SEBI)/Reserve Bank Of India (RBI).
- I/We acknowledge and confirm that the information provided above is true and correct to the best of my/our knowledge and belief and that I/we have not withheld any material information/ document, that may affect the assessment/categorization of the account as a US Reportable account/other Reportable account or otherwise.
- I/We undertake the responsibility to declare, disclose and rectify within 30 days any changes that may take place in the information provided in the account opening form and signed by me/us as well as in the documentary evidence provided by me/us or if any certification becomes incorrect.
- I/We hereby authorize you to disclose, share, remit in any form, mode or manner, all / any of the information provided by me/us, including all changes, updates to such information as and when provided by me/us to any Indian Of foreign governmental or statutory or judicial authorities / agencies including but not limited to the Financial Intelligence Unit India (FIUIND), the tax /revenue authorities in India or outside India wherever it is legally required and other investigation agencies without any obligation of advising me/us of the same.
- I/We also agree that my / our failure to disclose any material fact known to me/us now or in future, may invalidate my/our application and CAPSTOCKS would be within its right to put restrictions in the operations of my/our account or take appropriate action permissible under the Indian regulations for the purpose or take any other action as may deemed appropriate if the deficiency is not updated /rectified by me/us within the stipulated period.

6. I/We agree to furnish any particular/ information that is called upon me/us by CAPSTOCKS account of any change to law either in India or abroad in the subject matter herein.
7. In the event there is any tax demand (including interest (if any)) raised due to nondisclosure/inaccurate disclosure of information/document on my/our part, I/we undertake to pay the demand forthwith and provide CAPSTOCKS all information documents that may be necessary for any proceedings before GOI/RBI/SEBI income tax Authorities.
8. I/We permit/authorize CAPSTOCKS to collect, store, c communicate and process information relating to my / our account with them and all transactions therein, by CAPSTOCKS and any of its affiliates wherever situated including sharing, transfer and disclosure between them and to the authorities in and/or outside India of any confidential Information for compliance with any law or regulation whether domestic or foreign.
9. I/We also understand that the account will be reported if any one of the aforesaid FATCA / CRS criteria for any of the account holders i.e. primary or joint (in case of demat account) are met.



Signature of First / Sole holder / Guardian



Signature of Second holder



Signature of Third holder

**FOR OFFICE USE ONLY**

I have verified the US status classification

Employee Name: ..... Employee Code:.....

Designation: ..... Date:.....

Signature 

