

Guiding Light

Some Frequently asked questions by Investors

Introduction

National Stock Exchange of India is India's leading stock exchange set up as a company limited by shares and recognised in the year April 1993. NSE has set up infrastructure that serves as a role model for the securities industry in terms of trading systems, clearing and settlement practices and procedures. The standards set by NSE in terms of market practices, products and technology have become industry benchmarks and are being replicated by many other market participants. It provides screen-based automated trading system with a high degree of transparency and equal access to investors irrespective of geographical location. The high level of information dissemination through on-line system has helped in integrating retail investors across the nation. The Exchange has a network in more than 350 cities (March end 2003) across the geographical area of the country and reports an average daily turnover of about Rs. 2,158 crores and 8.85 lakh trades in the cash market per day. The Wholesale Debt Market Segment of NSE, which provides a trading platform for Government Securities, also has been reporting record turnover and at times surpasses the volume in the cash market. The Derivatives Market has been on a developing trend with introduction of Index Futures, Stock Futures, Stock and Index Options on individual securities. The Exchange has also introduced retail trading in government securities.

At NSE, we strive to continuously upgrade our service levels and make the system more investor friendly. Since investors are the backbone of the securities market, awareness among investors is the foremost concern. It is of paramount importance to all concerned to protect the interest of the investors. However, the endeavour to safeguard the interest of the investors will have limited effect unless investors exercise certain precautions while making investment decisions. This booklet is meant to educate the investors in respect of the various market practices and serve as a quick reference guide.

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Some Frequently Asked Questions by Investors

Queries pertaining to Issues prior to trading on the NSE

Queries pertaining to Issues prior to trading on the NSE

Dealing through NSE trading member/ SEBI registered sub-broker

1. Where do I go for buying/selling of shares?

To buy or sell securities you could approach either SEBI registered trading member of the NSE, or SEBI registered sub-broker of a trading member of the NSE

2. What care should I take while investing?

Before making any investment, you must ensure that you:

1. obtain written documents explaining the investment,
2. read and understand such documents,
3. verify the legitimacy of the investment,
4. find out the costs and benefits associated with the investment,
5. assess risk-return profile of the investment,
6. know the liquidity and safety aspects of the investment,
7. ascertain if it is appropriate for your specific goals,
8. compare these details with other investment opportunities available,
9. examine if it fits with other investments you are considering or you have already made,
10. deal only through an authorised intermediary,
11. seek all clarifications about the intermediary and the investment,
12. explore the options available to you if some

thing goes wrong, and then, if satisfied, make the investment. We call this the **Twelve Steps to Investing**.

3. Why should I trade on a Stock Exchange?

Any trade in securities outside stock exchanges other than spot transactions, are illegal. Hence you do not get any protection if you trade outside an exchange. Besides, the stock exchange like NSE offers a ready market for your securities. If you are trading outside an exchange, you have to waste considerable time to find out the right person who is willing to undertake a corresponding transaction with you. Other benefits of trading on an exchange include: you have the right to receive the best price prevailing at that time for the trade; you do not take counterparty risk which is assumed by a clearing corporation; you have access to the investor grievance redressal mechanism of stock exchanges; you have protection upto a limit from the Investor Protection Fund and you have access to all company related information to enable an informed decision, etc.

4. Is it necessary to deal with a SEBI registered broker/sub-broker/NSE trading member ?

You are advised to deal only with registered intermediaries as it ensures speedy settlement as well as a speedy dispute resolution mechanism. The exchange can ensure the settlement and handle disputes/claims arising out of only those trades which are executed on NSE through registered trading members/ or registered sub-brokers. Thus, in case of any trade executed through a non-NSE entity, the investor may not be able to approach the investor grievance cell of the exchange in case of non-settlement or a dispute arising out of the same.

5. How do I verify the authenticity and the conduct of the trading member/sub-broker ?

All the SEBI registered trading member/sub-brokers get the SEBI registration certificate/number. You may ask the trading member to furnish the same documents to verify the antecedents of the person. You may verify the authenticity and the validity of the registration with the exchange, or from the Exchanges website www.nseindia.com/content/members/mem_directory.htm. General reputation of a trading member/sub-brokers can be known from the existing clients. Besides, the Exchange issues press releases as and when it approves the surrender application of any trading member and also when it expels any trading member or declares any trading member a defaulter.

6. What are my general rights and obligations?

As an investor, you have the right to receive all documents evidencing your investment. If you are trading on NSE, you should get the best price at that point of time and receive money and securities in time. Your general obligations are to remain informed about the intermediary and securities you are dealing with/in, to pay/deliver funds/securities as and when called upon, to exercise all rights conferred on you and to remain vigilant.

Registration as a Client

7. What are the formalities for registration as a client for NSE trading member/registered sub-broker ?

You (clients) should register yourself with registered trading member/sub-brokers by:

- Filling a client registration form,
- Signing a member-constituent agreement
- Signing a sub-broker-client agreement, if dealing through a sub-broker
- Obtaining a copy of the above agreement for ones' own records

The member-constituent agreement/sub-broker client agreement contains the terms and conditions including order/trade confirmation, brokerage charged by a trading member/registered sub-broker, delivery of securities and funds and therefore helps reduce the chances of disputes. This agreement is mandatory for all persons registering as a new client of a NSE trading member/SEBI registered sub-broker. On registration with a trading member or a sub-broker, an uniform and unique client-id needs to be obtained which is required to be incorporated in all transactions on NSE.

8. What check points/precautions should one take before signing the member-constituent agreement/sub-brokers-client agreement ?

- a. One should read the various terms and conditions carefully and understand their implications before entering into this agreement with the trading member/registered sub-broker.
- b. A check should be done whether the agreement is on the stamp paper of requisite value and whether the stamp paper is valid. Date of agreement should be within the validity period of the stamp paper.
- c. The Clients name and the name of the trading member/sub-broker should be clearly mentioned in the agreement. All the pages of the agreement should be duly signed by the

trading member as well as the client (investor). The witnesses should also put their names and addresses against their signature.

- d. The investor (client) should check whether the trading member/registered sub-broker or their representatives have the authority (such as board resolution, power of attorney etc.) to sign the member-constituent agreement/sub-broker-client agreement.

Performance of companies

9. How do I know of the performance of companies whose securities I want to trade in?

There are a number of sources where information about the company can be received. In terms of listing agreement, the companies are required to make continuous disclosures about the price sensitive information. These disclosures are disseminated through the websites of the exchanges. Besides, SEBI provides EDIFAR (Electronic Data Information Filing and Retrieval System), which contains information about (i) financial statements comprising of balance sheets, profit and loss account and full version of the annual report, half yearly financial statements , (ii) corporate governance reports (iii) shareholding pattern and (iv) action taken against the company by a regulatory body. Apart from the above, the details of a company are also available with the various market participants and numerous public online sites. News magazines also carry out analysis of the companies periodically.



**Trading Related
Issues**

Giving purchase/sale instructions

10. How do I give sale/purchase instructions to my trading member/registered sub-broker?

A trading member will have to be communicated the order instructions in writing. The order instructions should clearly indicate the security name, whether the order is for buy or sell, the quantity for each of the security, rate specifications, and other relevant instructions. This reduces chances of miscommunication between the client (investor) and the trading member/registered sub-broker at the time of placing the deals on behalf of the client. You are advised to quote your uniform and unique client id, while communicating with the trading member or the sub-broker.

Price at which traded

11. What is price-time priority?

The system arranges all orders in the priority of price and within price by time. You have, let us say placed a buy order for 100 shares of company A at Rs.285 and another investor has placed a buy order at Rs.290, then anyone who places a sell order in company A will be first matched with the buy order of second investor as he has given a better price. This is price priority. Let us say both of you have quoted Rs.285 as the price at which you want to buy shares of company A, then sell order which comes into the system at this price will be matched against the order which was placed first.

12. How do I know my TM has given me the best price?

The NSE trading system matches orders in such a way that the order gets executed at a price which is either equal to or better than the specified price but never worse than it. Therefore, if you have given an order for selling 100 shares at the rate of Rs.50, your order will be traded in the system in such a way that you will get a sale price of Rs.50 or more but never less. Similarly, if you have given an order for buying 100 shares at the rate of Rs.50, your order will be traded in the system in such a way that you will get a buy price of Rs.50 or less but never more.

13. How do I know that the broker has given me the correct price ?

Regulations provide that the client receives a contract note indicating details like order number, trade number, time, price, brokerage, etc. within 24 hours of the trade. In case of any doubts about the details of the contract note, you (investor) can avail the facility provided by NSE, wherein you can verify the trades on our website www.nseindia.com/content/equities/eq_trdverify.htm. The Exchange generates and maintains an audit trail of orders/trades for a number of years and you can counter check details of order/trade with the Exchange.

Contract Note

14. What is a contract note? What is the need for it? What is important in a contract note?

Contract Note is a confirmation of trades done on a particular day on behalf of the client. It

establishes a legally enforceable relationship between the client and the trading member with respect to the settlement of the trades. It also helps to settle disputes/claims/differences in terms of the contract note. It is a prerequisite for filing a complaint or arbitration proceeding against the trading member/sub-broker in case of a dispute. A valid contract note should be in the prescribed form, contain the details of trades, stamped with requisite value and duly signed by the authorised signatory.

Contract notes are made in duplicate, the trading member and the client should keep one copy each. After verifying the details contained therein, the client keeps one copy and returns the second copy to the trading member duly acknowledged by him.

15. Will a contract note be issued even if the trade has been executed through a registered sub-broker?

In case of a deal executed through a registered sub-broker, the sub-broker is required to issue purchase/sale notes to the client (investor). However, the trading member would issue to the registered sub-broker back-to-back contract notes giving details of all transactions done by the sub-broker through the trading member's terminal.

16. What if the details contained in the contract/purchase/sale notes are incorrect or the notes include some transaction not pertaining to my orders/trades?

Counter-check the details contained in the contract note/purchase/sale notes with those on the order and trade confirmation slip. Check whether the order number, trade number and

other details on the trade confirmation slip match with those on contract/purchase/sale notes. In case of discrepancy, bring the same to the notice of the trading member /registered sub-broker immediately by way of written communication.

17. What are the points to be checked by an investor to check the validity of a contract note?

To ensure that the contract note issued to you by the trading member is a valid one, you must verify the following details:

- (a) The contract note should be in the prescribed format (annexure)
- (b) Name and address of the trading member
- (c) SEBI registration no. of the trading member
- (d) Details of trades like order no., trade no., trade time, security name, quantity, price, brokerage, client code etc.
- (e) The trade price should be separately shown from the brokerage charged
- (f) Signature of the authorized person.

Brokerage

18. What is the brokerage chargeable ?

As stipulated by SEBI, the maximum brokerage chargeable by a trading member in respect of trades executed on the Exchange is fixed at 2.5% of the trade value. This maximum brokerage is inclusive of the brokerage charged by a sub-broker which shall not exceed 1.5% of the trade value.

Apart from the above, the trading member can charge statutory levies.

**Documents to be given by the TM/
Registered Sub Broker**

19. What documents should I receive from the trading member in respect of trade ?

After the order/trade is placed/executed you (investor) should receive an order/trade confirmation slip from the trading member. Within 24 hours of the execution of the trade, you should also receive a contract note from the trading member. Receipts of all the monies paid to the brokers, specifying the nature of payment should also be obtained from the trading member.



**Clearing and Settlement
related Issues**

Rolling settlement

20. What is rolling settlement?

Under rolling settlement, all open positions at the end of the day mandatorily result in payment/delivery 'n' days later. This ensures certainty of trades, reduces risk and delay in settlement and keeps excessive speculation under control. Currently trades in rolling settlement are settled on T+2 basis where T is the trade day. For example, a trade executed on Monday is mandatorily settled by Wednesday (considering two working days from the trade day). The funds and securities pay-in and pay-out are carried out on T+2 day.

Pay-in and Pay-out of securities and funds

21. When and how do I pay/receive payment for the securities that I have bought/sold?

You should pay for your purchases within 24 hours of trade. It is advisable to make payment by way of account payee cheque/demand draft in the name of the trading member/sub-broker only. A proper receipt should be collected from the intermediary. You should receive payment for securities within 24 hours of declaration of pay-out by the Stock Exchange.

22. When and how do I deliver and receive securities?

In case of a sale transaction, you should deliver securities within 24 hours of trade. For this, instructions should be given to the DP to transfer securities from your beneficiary account to the pool account of your trading member. In case of purchase, you should receive securities (in your beneficiary account with DP), within 24 hours of the securities pay-out of the Exchange. For this, instructions should be given to the DP to receive securities in your beneficiary account from the pool account of your trading member.

23. What are the margins payable on securities and transactions?

Exchange prescribes margin rules from time to time and such margining rules are posted on the website of the Exchange. Currently the Exchange calculates margins on the basis of Value at Risk principles as well as Mark to Market basis. The margins are charged on client level positions. The investors are advised to educate themselves about the margining principles.

24. Do I need to keep any deposit with the trading member /sub-broker?

The regulations do not mandate any such requirement. It depends on your understanding

with the trading member /sub-broker. You are, however, required to pay upfront margin to the trading member before the trade is executed.

	Activity	Day
Trading	Rolling Settlement Trading	T
Settlement	Securities and Funds pay in	T+2 working days
	Securities and Funds pay out	T+2 working days
Post Settlement	Auction	T+3 working days
	Auction settlement	T+5 working days

Settlement Guarantee Fund

25. What is Settlement Guarantee Fund?

The Clearing Corporation (NSCCL) has set up the Settlement Guarantee Fund (SGF) that is intended primarily to guarantee completion of settlement upto the normal pay-out for trades executed in the regular market and does not act as guarantee for company objection case. The SGF, therefore, ensures that the settlement is not delayed on account of failure of trading members to meet their obligations and all other trading members who have completed their part of the obligations are not affected in any manner whatsoever.

26. Is an investor affected, in case a counter trading member fails to pay-in funds as per his obligation ?

No, the investor is not affected in case the counter trading member fails to meet his obligation since National Securities Clearing Corporation Limited (NSCCL) guarantees the net settlement obligations. The clearing corporation guarantees completion of settlement through SGF in case of any default by the trading member towards his obligation.

Demat Settlement

27. What is a depository ?

A depository is like a bank wherein the deposits are securities (viz., shares, debentures, bonds, government securities, units etc.) in electronic form. Besides holding securities, a depository also provides services related to transaction in securities.

28. Who is Depository Participant?

Depository provides its services to investors through its agents called depository participants (DPs). These agents are appointed by the depository with the approval of SEBI. According to SEBI regulations, amongst others, three categories of entities i.e. Banks, Financial Institutions and Members of Stock Exchanges registered with SEBI [TMs] can become DPs.

29. What is dematerialisation?

Dematerialisation is the process by which physical certificates of an investor are converted to an equivalent number of securities in electronic form and credited in the investor's account with his depository Participant (DP).

30. What is the procedure for dematerialization ?

In order to dematerialize certificates, you will have to first open an account with a DP and then request for the dematerialization of certificates by filling up a dematerialization Request Form (DRF), which is available with DP and submitting the same along with the physical certificates. Ensure that the certificates are defaced by marking: "Surrendered for Dematerialisation" on the face of the certificate before the certificates are handed over to the DP.

31. Why should I hold securities in depository and is it compulsory for every investor to open a depository account to trade in the capital market ?

Holding securities in depository enables immediate transfer of securities in case of purchases. The stamp duty to be paid on transfer of securities is not needed, all risks associated with physical certificates like fake securities, forgery, bad delivery etc. is not involved. Also, since more than 99% of the settlement at the stock exchanges is taking

place in the demat form, it is advisable that securities be held in demat form with any depository participant (DP).

32. How do I receive demat shares in my account towards my purchase transaction and pay-in demat shares towards my sale obligation ?

For receiving demat securities in case of purchases made, you may give a one-time standing instruction to your Depository Participant. This standing instruction can be given at the time of account opening or later. Alternatively, you may choose to give a separate receipt instruction to your depository participant for receiving every credit.

For pay-in obligations, you should instruct your DP to give 'Delivery Out' instructions to transfer the shares from your beneficiary account to the pool/principal account of your trading member through whom you have sold the shares. The details of the pool/principal account of your trading member/clearing member to which shares are to be transferred, security, quantity etc. should be mentioned in the 'Delivery Out' instructions given by you to your DP.

The instructions should be given well before the prescribed securities pay-in day. SEBI has advised that the 'Delivery Out' instructions should be given at least 24 hours prior to the cut-off time for the prescribed securities pay-in to avoid any rejection of instructions due to data entry errors, network problems etc.

33. What is an auction ?

On account of non-delivery of securities, by the trading member, the securities are put up for auction by the Exchange. This ensures that the buying trading member receives the securities on time. Non-delivery by the selling trading member can arise on account of short delivery and bad deliveries not rectified. The Exchange purchases the requisite quantity in auction market and gives them to the buying trading member.

34. Can I avail the benefit of the auction mechanism, if I have shares to deliver ?

Yes, you can direct your trading member to sell your securities in the auction. However, you should ensure that the securities are readily available for delivery. Securities not delivered on auction pay-in day are directly squared off at a price specified by the Exchange/Clearing Corporation.

35. What happens if the shares are not bought in the auction ?

If the shares are not bought in the auction, the transactions are squared up as per SEBI guidelines.

Redressal of Complaints

Complaints to be addressed to

36. Whom should I approach if I have a grievance against a sub-broker/ company?

You should bring it to the notice of the broker with whom the sub-broker is affiliated. In case the sub-broker/broker fails to resolve the dispute and in case of complaints against a broker/ company, you should take up the matter with Investor Grievance Cell of the exchange. The Cell takes up complaints for redressal in respect of trades executed on the exchange or trades pertaining to companies traded on the exchange. You should lodge the complaints in the prescribed form with all associated documents such as contract notes, purchase/sale notes, bills, statement of accounts and the member-client agreement.

37. Who should I approach for Redressal of my Complaints ?

Despite all the precautionary measures taken by you and the Exchange, there might be some grievances. The Exchange tries to solve and sort out all the grievances, in addition to this you also have the freedom to take up the grievance with SEBI, Consumer forum and Court of law.

38. Whom should I address my complaint against a trading member/registered sub-broker or against company traded on NSE

You should address the complaint to the Mumbai office or the Regional office of NSE based on

the dealing office where the deals were executed as given below:

State in which dealing office of the trading member is located where trade was executed	Complaint to be addressed to
Maharashtra, Gujarat, Goa, Daman, Diu, Dadar & Nagar Haveli, Madhya Pradesh, Chattisgarh	Investor Grievance Cell <i>National Stock Exchange of India Ltd.</i> Exchange Plaza, Bandra-Kurla Complex, Bandra (East), Mumbai 400051. Tel. No. (022) 26598100-114 Fax No. (022) 26598191 email : ig_nse@nse.co.in
Delhi, Haryana, Punjab, Uttar Pradesh, Uttaranchal, Himachal Pradesh, Jammu & Kashmir, Chandigarh, Rajasthan	<i>National Stock Exchange of India Ltd.</i> "Thapar House", Western Wing, Mezzanine Floor, Janpath Lane, 124 Janpath, New Delhi - 110 001. Tel No.: (011) 2334 4313 to 2334 4327 Fax No.: (011) 2336 6658
West Bengal, Bihar, Jharkhand, Orissa, Assam, Arunachal Pradesh, Mizoram, Manipur, Sikkim, Meghalaya, Nagaland, Tripura, Jharkhand	<i>National Stock Exchange of India Ltd.</i> Ideal Plaza, 11/1, Sarat Bose Road, Kolkatta - 700 020. Tel No.: (033) 2280 1202-05, 2280 5950-55 Fax No.: (033) 2240 9783, 2280 5957
Andhra Pradesh, Karnataka, Kerala, Tamilnadu, Andaman & Nicobar, Lakshwadeep, Pondicherry	<i>National Stock Exchange of India Ltd.</i> 7th Floor, Arihant Nitco Park, 90, Dr Radhakrishanan Salai, Mylapore, Chennai - 600 004 Tel No.: (044) 2847 5100 / 2847 3670 Fax No.: (044) 2847 3633

39. What complaints are taken up for redressal by the IGC ?

The IGC takes up complaints for redressal in respect of:

- Trades executed on the NSE through its NEAT terminal and routed through the NSE trading member or SEBI registered sub-broker of NSE trading member.
- Trades pertaining to Companies traded on the NSE.
- The investors are therefore required to furnish relevant contract or purchase/sale notes for referring their case to the Investor Grievance Cell.

40. How do I lodge a complaint with the IGC ? What documents do I need to enclose for the same ?

You are requested to use the following forms for lodging complaints:

Investor Complaint Form - I (ICF-I) for lodging complaints against trading members/registered sub-brokers.

Investor Complaint Form - II (ICF-II) for complaints in respect of companies traded on NSE.

- The complaint forms are available at NSEIL website (www.nseindia.com/content/assist/assist_invcentre.htm).

Following documents needs to be enclosed when lodging a complaint against trading members/ registered sub-broker:

- Copies of contract or purchase/sale notes
- Copies of member-client agreement/ registered sub-broker client agreement
- Statement of accounts
- Certificate from your bankers giving details of the cheque/pay-order no., date, amount, encashment details etc. issued by you in favour of the trading member/registered sub-broker
- Transaction statement issued by your DP reflecting transfer of securities from your account to the account of the trading member/ registered sub-broker
- Acknowledgement of securities delivered to the trading member in case of physical certificates
- Copies of previous correspondence with the trading member with regards to the dispute
- Other documents as listed on the reverse of ICF-I

Following documents needs to be enclosed when lodging a complaint against a company:

- Copies of contract or purchase/sale notes
- Copies of previous correspondence with the company/registrars
- Other documents as listed on reverse of ICF-II

41. What steps are taken by the IGC to ensure speedy redressal of the complaints by the trading members/registered sub-brokers and companies ?

Complaints against trading members/registered sub-brokers

Complaints received from the investor if accompanied by relevant documents as mentioned above are forwarded to the respective trading member/registered sub-broker asking them to provide their comments or for resolving the case. The trading members are expected to file their replies within 15 days.

In case of the trading member/registered sub-broker disputes the claim of the investor, the response of the trading member is forwarded to the investor. If required both the parties are called for a joint meeting. Most of the complaints are resolved in this manner. In cases where the disputes remain unresolved in IGC, the parties may refer the matter for arbitration if they so desire.

(Complaints against Companies)

Complaints received from the investors are forwarded to the respective Companies/Share Transfer Agents for necessary action at their end. In case no response is received from the Company/Share Transfer Agents within 21 days, a follow up by way of letters, telephone calls and

personal meetings is undertaken to expedite their replies.

Investor Protection Fund

42. What protection is available from Investor Protection Fund?

The Exchange maintains an Investor Protection Fund to make good investor claims, which may arise out of non settlement of obligations by the trading member, who has been declared a defaulter, in respect of trades executed on the Exchange. The maximum amount of claim payable from the Fund is Rs. 10 lakh in respect of trades on NSE.

Investor – Rights and Obligations

Investor Rights	Investor Obligations
<p>Right to get</p> <ul style="list-style-type: none"> * The best price * Proof of price/brokerage charged * Money/shares on time * Shares through auction where delivery is not received * Square up amount where delivery not received in auction 	<p>The obligation to</p> <ul style="list-style-type: none"> * Sign a proper member-constituent/sub broker-client agreement * Possess a valid contract or purchase/ sale note * Deliver securities with valid documents and proper signatures
<p>Right for redressal against</p> <ul style="list-style-type: none"> * Fraudulent price * Unfair brokerage * Delays in receipt of money or shares * Investor unfriendly companies 	<p>The obligation to ensure</p> <ul style="list-style-type: none"> * To make payment on time * To deliver shares on time * To ensure that securities purchased are received in the client's beneficiary account * To send securities for transfer to the company on time * To deal only with SEBI registered trading members and sub-brokers

ANNEXURE - II
CONTRACT NOTE
(Regulation 3.5)

Tel.no.
Tlx. no.
Fax no

Name of Partner/
Proprietor/Authorised Signatory

CONTRACT NOTE ISSUED BY MEMBERS ACTING FOR CONSTITUENTS AS BROKERS & AGENTS

Name of the Member
Address of the Member
SEBI Regn. No. of the Member

Dealing Office Address/Tel. no./Tlx no./Fax no.

Trading Code No. of the Member

Contract No.

To,
Constituent Name/ Code No. / Constituent Order Ref. No.
Sir/ Madam,

Stamp as required under
schedule 1 to the
Indian Stamp Act

Date :
SETT. NO. :
SETT FROM : TO:

I / We have this day done by your order and on your account the following transactions :

Order No.	Trade No.	Trade Time	Securities BOUGHT FOR YOU for _____			Securities SOLD FOR YOU for _____			Delivery / Clearing Rate Plus Brokerage Net Rate	Delivery / Clearing Rate Minus Brokerage Net Rate
			Quantity	Kind of Security	Purchase Rate	Brokerage	Quantity	Kind of Security		

YOUR CHEQUE REQUESTED FOR THE COST SHOWN HEREIN PLEASE PAY IMMEDIATELY FOR YOUR PURCHASES/ DEBIT

YOU ARE REQUESTED TO SEND SHARE/ DEBENTURE CERTIFICATE ALONGWITH TRANSFER DEEDS DULY SIGNED IMMEDIATELY

Note : Selling rate inclusive of Dividend, if any.

OTHER LEVIES, IF ANY :

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the Rules, Bye-laws and Regulations and usages of National Stock Exchange of India Limited, Mumbai.

In matters where the Exchange is a party to the dispute, the Civil Courts at Mumbai shall have exclusive jurisdiction and in all other matters, proper courts within the area covered under the Regional Arbitration Centre shall have jurisdiction in respect of the arbitration proceedings failing under or conducted in that Regional Arbitration Centre. In the event of any claim (whether admitted or not) difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration as provided in the Rules, Bye-laws and Regulations of National Stock Exchange of India Limited, Mumbai.

This contract constitutes and shall be deemed to constitute an agreement between you and me/us that all claims (whether admitted or not) differences and disputes in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts have been entered into or not) shall be submitted to and decided by arbitration as provided in the Rules, Bye-laws and Regulations of National Stock Exchange of India Limited, Mumbai.

The provisions printed overleaf form a part of the contract.

Yours faithfully,

Mumbai
Date
P. T. O.

Member of National Stock Exchange of India Ltd.

EXTRACTS FROM THE BYELAWS & REGULATIONS PERTAINING TO ARBITRATION

- (1) All claims, differences or disputes between the Trading Members inter se and between Trading Members and Constituents arising out of or in relation to dealings, contracts and transactions made subject to the Bye-Laws, Rules and Regulations of the Exchange or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfilment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions and contracts have been entered into or not shall be submitted to arbitration in accordance with the provisions of these Byelaws and Regulations.
- (2) In all dealings, contracts and transactions, which are made or deemed to be made subject to the Byelaws, Rules and Regulations of the Exchange, the provisions relating to arbitration as provided in these Byelaws and Regulations shall form and shall be deemed to form part of the dealings, contracts and transactions and the parties shall be deemed to have entered into an arbitration agreement in writing by which all claims, differences or disputes of the nature referred to in clause (1) above shall be submitted to arbitration as per the provisions of these Byelaws and Regulations.
- (3) All claims, differences or disputes referred to in clause (1) above shall be submitted to arbitration within six months from the date on which the claim, difference or dispute arose or shall be deemed to have arisen. The time taken in conciliation proceedings, if any, initiated and conducted as per the provisions of the Act and the time taken by the Relevant Authority to administratively resolve the claim, differences or disputes shall be excluded for the purpose of determining the period of six months.
- (4) Save as otherwise specified by the Relevant Authority, the seat of arbitration for different regions shall be as follows:

Seats of Arbitration – REGIONAL ARBITRATION CENTRES (RAC)	STATES COVERED BY THE RAC
DELHI	Delhi, Haryana, Uttar Pradesh, Uttaranchal, Himachal Pradesh, Punjab, Jammu & Kashmir, Chandigarh, Rajasthan
KOLKATA	West Bengal, Bihar, Jharkhand, Orissa, Assam, Arunachal Pradesh, Mizoram, Manipur, Sikkim, Meghalaya, Nagaland, Tripura
CHENNAI	Andhra Pradesh, Karnataka, Kerala, Tamilnadu, Andaman & Nicobar, Lakshadweep, Pondicherry
MUMBAI	Maharashtra, Gujarat, Goa, Daman, Diu, Dadra & Nagar Haveli, Madhya Pradesh, Chattisgarh

- (5) Save as otherwise specified by the Relevant Authority, the criteria for selection of seat of arbitration for a particular matter is as follows:

Parties to Dispute	Place of filing the Application for Arbitration	Place of hearing
T M* V/s TM	<ol style="list-style-type: none"> a) If the dealing offices of both Trading Members from where the dealing was carried is situated in any one of the states covered by a particular RAC then the Application for Arbitration shall be filed by the Applicant-Trading Member in that RAC. b) If the dealing offices of both Trading Members from where the dealing was carried out are situated in states covered by different RAC then the Application for Arbitration shall be filed in the RAC covering the state in which the Respondent -Trading Member's dealing office is situated. 	The hearing shall be held at the RAC where the Applicant-Trading Member has filed the Application for Arbitration and the Respondent-Trading Member shall attend the hearing in that particular RAC.
TM V/s C* & C V/s TM	The Application for Arbitration shall be filed by the Applicant at the RAC covering the state in which the dealing office of the Trading Member from which the dealing was carried out is situated.	The hearing shall be held in that RAC where the Applicant has filed the Application for Arbitration and the Respondent shall attend the hearing in that particular RAC.

* "TM" stands for "Trading Member" and "C" stands for "Constituent."

For more details please refer to Chapter XI of the Byelaws and Chapter 5 of Capital Market Trading Regulations and Chapter 7 of Wholesale Debt Market Trading Regulations of National Stock Exchange of India Limited.

CLIENTS WILL HOLD THE SECURITIES BLANK AT THEIR OWN RISK

Name of Partner/
Proprietor/Authorised Signatory

CONTRACT NOTE
(Regulation 3.5)

Tel.no.
Tlx.no.
Fax no

CONTRACT NOTE ISSUED BY MEMBERS ACTING FOR CONSTITUENTS AS PRINCIPALS

Name of the Member
Address of the Member
SEBI Regn. No. of the Member

Dealing Office Address/Tel. no./Tlx no./Fax no.

Trading Code No. of the Member

Contract No.

To,
Constituent Name/ Unique Client Code No. / Constituent Order Ref. No.

Sir/ Madam,

Stamp as required under
schedule 1 to the
Indian Stamp Act

Date :
SETT. NO. :
SETT FROM : TO:

I / We have this day ENTERED INTO following transactions with you as PRINCIPAL(S) TO PRINCIPAL(S) :

Order No.	Trade No.	Trade Time	Securities SOLD TO YOU for			Securities BOUGHT FROM YOU for			
			Quantity	Kind of Security	Rate	Quantity	Kind of Security	Rate	

**YOUR CHEQUE REQUESTED FOR THE COST SHOWN HEREIN
PLEASE PAY IMMEDIATELY FOR YOUR PURCHASES/ DEBIT**

**YOU ARE REQUESTED TO SEND SHARE/ DEBENTURE CERTIFICATE
ALONGWITH TRANSFER DEEDS DULY SIGNED IMMEDIATELY**

Note : Selling rate
inclusive of
Dividend, if any.

OTHER LEVIES, IF ANY :

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the Rules, Bye-laws and Regulations and usages of National Stock Exchange of India Limited, Mumbai.

In matters where the Exchange is a party to the dispute, the Civil Courts at Mumbai shall have exclusive jurisdiction and in all other matters, proper courts within the area covered under the Regional Arbitration Centre shall have jurisdiction in respect of the arbitration proceedings falling under or conducted in that Regional Arbitration Centre. In the event of any claim (whether admitted or not) difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration as provided in the Rules, Bye-laws and Regulations of National Stock Exchange of India Limited, Mumbai.

This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and me/us that all claims (whether admitted or not), differences and disputes in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts have been entered into or not) shall be submitted to and decided by arbitration as provided in the Rules, Bye-laws and Regulations of National Stock Exchange of India Limited, Mumbai.

The provisions printed overleaf form a part of the contract.

Yours faithfully,

Mumbai
Date
P.T.O.

Member of National Stock Exchange of India Ltd.

EXTRACTS FROM THE BYELAWS & REGULATIONS PERTAINING TO ARBITRATION

- (1) All claims, differences or disputes between the Trading Members inter se and between Trading Members and Constituents arising out of or in relation to dealings, contracts and transactions made subject to the Bye-Laws, Rules and Regulations of the Exchange or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfilment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions and contracts have been entered into or not shall be submitted to arbitration in accordance with the provisions of these Byelaws and Regulations.
- (2) In all dealings, contracts and transactions, which are made or deemed to be made subject to the Byelaws, Rules and Regulations of the Exchange, the provisions relating to arbitration as provided in these Byelaws and Regulations shall form and shall be deemed to form part of the dealings, contracts and transactions and the parties shall be deemed to have entered into an arbitration agreement in writing by which all claims, differences or disputes of the nature referred to in clause (1) above shall be submitted to arbitration as per the provisions of these Byelaws and Regulations.
- (3) All claims, differences or disputes referred to in clause (1) above shall be submitted to arbitration within six months from the date on which the claim, difference or dispute arose or shall be deemed to have arisen. The time taken in conciliation proceedings, if any, initiated and conducted as per the provisions of the Act and the time taken by the Relevant Authority to administratively resolve the claim, differences or disputes shall be excluded for the purpose of determining the period of six months.
- (4) Save as otherwise specified by the Relevant Authority, the seat of arbitration for different regions shall be as follows:

Seats of Arbitration – REGIONAL ARBITRATION CENTRES (RAC)	STATES COVERED BY THE RAC
DELHI	Delhi, Haryana, Uttar Pradesh, Uttaranchal, Himachal Pradesh, Punjab, Jammu & Kashmir, Chandigarh, Rajasthan
KOLKATA	West Bengal, Bihar, Jharkhand, Orissa, Assam, Arunachal Pradesh, Mizoram, Manipur, Sikkim, Meghalaya, Nagaland, Tripura
CHENNAI	Andhra Pradesh, Karnataka, Kerala, Tamilnadu, Andaman & Nicobar, Lakshadweep, Pondicherry
MUMBAI	Maharashtra, Gujarat, Goa, Daman, Diu, Dadra & Nagar haveli, Madhya Pradesh, Chattisgarh

- (5) Save as otherwise specified by the Relevant Authority, the criteria for selection of seat of arbitration for a particular matter is as follows:

Parties to Dispute	Place of filing the Application for Arbitration	Place of hearing
T M* V/s TM	<p>a) If the dealing offices of both Trading Members from where the dealing was carried is situated in any one of the states covered by a particular RAC then the Application for Arbitration shall be filed by the Applicant-Trading Member in that RAC.</p> <p>b) If the dealing offices of both Trading Members from where the dealing was carried out are situated in states covered by different RAC then the Application for Arbitration shall be filed in the RAC covering the state in which the Respondent -Trading Member's dealing office is situated.</p>	The hearing shall be held at the RAC where the Applicant-Trading Member has filed the Application for Arbitration and the Respondent-Trading Member shall attend the hearing in that particular RAC.
TM V/s C* & C V/s TM	The Application for Arbitration shall be filed by the Applicant at the RAC covering the state in which the dealing office of the Trading Member from which the dealing was carried out is situated.	The hearing shall be held in that RAC where the Applicant has filed the Application for Arbitration and the Respondent shall attend the hearing in that particular RAC.

* "TM" stands for "Trading Member" and "C" stands for "Constituent."

For more details please refer to Chapter XI of the Byelaws and Chapter 5 of Capital Market Trading Regulations and Chapter 7 of Wholesale Debt Market Trading Regulations of National Stock Exchange of India Limited.

CLIENTS WILL HOLD THE SECURITIES BLANK AT THEIR OWN RISK

**Name of Partner/
Proprietor/Authorised Signatory**

ANNEXURE - II

CONTRACT NOTE

Subject to exclusive jurisdiction of the courts in MUMBAI only
**CONTRACT NOTE ISSUED BY MEMBERS ACTING FOR
CONSTITUENTS AS BROKERS AND AGENTS**

Tel.no.
Tlx. no.
Fax no

Dealing Office Address/Tel. no./Tlx no./Fax no.

Name of the Member
Address of the Member
SEBI Regn. No. of the Member

Code No. of the Member

Contract No.

To,
Constituent Name/ Code No. / Constituent Order Ref. No.

To be stamped as per the
provisions applicable under
the relevant Stamp Act

Date :

Sir/ Madam,

I/We have this day done by order and on your account the following transactions:

		Bought for you				Sold for you							
Order No.	Trade No.	Trade Time	Quantity	Price	Brokerage (Total)	Service Tax	Amount (Rs.)	Contract Specifications	Quantity	Price	Brokerage (Total)	Service Tax	Amount (Rs.)

OTHER LEVIES, IF ANY:

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the Rules, Bye-Laws and Regulations and usages of National Stock Exchange of India Limited, Mumbai.

This contract is subject to the exclusive jurisdiction of the Courts in MUMBAI only.

In the event of any claim (whether admitted or not) difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration as provided in the Rules, Bye-laws and Regulations of National Stock Exchange of India Limited, MUMBAI.

This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and me/us that all claims (whether admitted or not), differences and disputes in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts have been entered into or not) shall be submitted to and decided by arbitration as provided in the Rules, Bye-Laws and the provisions printed overleaf form a part of the contract.

Yours faithfully,

Mumbai
Date
P.T.O.

Member of National Stock Exchange of India Ltd.

EXTRACTS FROM THE BYELAWS & REGULATIONS PERTAINING TO ARBITRATION

- (1) All claims, differences or disputes between the Trading Members *inter se* and between Trading Members and Constituents arising out of or in relation to dealings, contracts and transactions made subject to the Bye-Laws, Rules and Regulations of the Exchange or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfilment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions and contracts have been entered into or not shall be submitted to arbitration in accordance with the provisions of these Byelaws and Regulations.
- (2) In all dealings, contracts and transactions, which are made or deemed to be made subject to the Byelaws, Rules and Regulations of the Exchange, the provisions relating to arbitration as provided in these Byelaws and Regulations shall form and shall be deemed to form part of the dealings, contracts and transactions and the parties shall be deemed to have entered into an arbitration agreement in writing by which all claims, differences or disputes of the nature referred to in clause (1) above shall be submitted to arbitration as per the provisions of these Byelaws and Regulations.
- (3) All claims, differences or disputes referred to in clause (1) above shall be submitted to arbitration within six months from the date on which the claim, difference or dispute arose or shall be deemed to have arisen. The time taken in conciliation proceedings, if any, initiated and conducted as per the provisions of the Act and the time taken by the Relevant Authority to administratively resolve the claims, differences or disputes shall be excluded for the purpose of determining the period of six months.
- (4) Save as otherwise specified by the Relevant Authority, the seat of arbitration for different regions shall be as follows:

Seats of Arbitration – REGIONAL ARBITRATION CENTRES (RAC)	STATES COVERED BY THE RAC
DELHI	Delhi, Haryana, Uttar Pradesh, Himachal Pradesh, Punjab, Jammu & Kashmir, Chandigarh, Rajasthan.
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CHENNAI	Andhra Pradesh, Karnataka, Kerala, Tamilnadu, Andaman & Nicobar, Lakshadweep, Pondicherry.
MUMBAI	Maharashtra, Gujarat, Goa, Daman, Diu, Dadra & Nagar haveli, Madhya Pradesh.

- (5) Save as otherwise specified by the Relevant Authority, the criteria for selection of seat of arbitration for a particular matter is as follows:

Parties to Dispute	Place of filing the Application for Arbitration	Place of hearing
T M* V/s TM	<ol style="list-style-type: none"> a) If the dealing offices of both Trading Members from where the dealing was carried out is situated in any one of the states covered by a particular RAC then the Application for Arbitration shall be filed by the Applicant-Trading Member in that RAC. b) If the dealing offices of both Trading Members from where the dealing was carried out are situated in states covered by different RAC then the Application for Arbitration shall be filed in the RAC covering the state in which the Respondent -Trading Member's dealing office is situated. 	The hearing shall be held at the RAC where the Applicant-Trading Member has filed the Application for Arbitration and the Respondent-Trading Member shall attend the hearing in that particular RAC.
TM V/s C* & C V/s TM	The Application for Arbitration shall be filed by the Applicant at the RAC covering the state in which the dealing office of the Trading Member from which the dealing was carried out is situated.	The hearing shall be held in that RAC where the Applicant has filed the Application for Arbitration and the Respondent shall attend the hearing in that particular RAC.

* "TM" stands for "Trading Member" and "C" stands for "Constituent."

For more details please refer to Chapter XI of the Byelaws and Chapter 5 of Futures & Options Trading Regulations of National Stock Exchange of India Limited.

Tel.no.
Tlx. no.
Fax no

ANNEXURE - II

CONTRACT NOTE

Subject to exclusive jurisdiction of the courts in MUMBAI only
**CONTRACT NOTE ISSUED BY MEMBERS DEALING WITH
CONSTITUENTS AS PRINCIPALS**

Dealing Office Address/Tel. no./Tlx no./Fax no.

Name of the Member
Address of the Member
SEBI Regn. No. of the Member

Code No. of the Member

Contract No.

To,

Constituent Name/ Code No. / Constituent Order Ref. No.

Sir/ Madam,

To be stamped as per the
provisions applicable under
the relevant Stamp Act

Date :

I/We have this day ENTERED INTO following transactions as PRINCIPAL(S) TO PRINCIPAL(S):

Order No.	Trade No.	Trade Time	Bought for you			Contract Specifications	Quantity	Price	Amount (Rs.)	Sold to you	
			Quantity	Price	Amount (Rs.)					Quantity	Price

OTHER LEVIES, IF ANY:

This contract is subject to the Rules, Bye-Laws and Regulations and usages of National Stock Exchange of India Limited, Mumbai.

This contract is subject to the exclusive jurisdiction of the Courts in MUMBAI only.

In the event of any claim (whether admitted or not) difference or dispute arising between you and me/us out of these transactions the matter shall be referred to arbitration as provided in the Rules, Bye-laws and Regulations of National Stock Exchange of India Limited, MUMBAI.

This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and me/us that all claims (whether admitted or not), differences and disputes in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts have been entered into or not) shall be submitted to and decided by arbitration as provided in the Rules, Bye-Laws and the provisions printed overleaf form a part of the contract.

Yours faithfully,

Mumbai
Date
P.T.O.

Member of National Stock Exchange of India Ltd.

EXTRACTS FROM THE BYELAWS & REGULATIONS PERTAINING TO ARBITRATION

- (1) All claims, differences or disputes between the Trading Members inter se and between Trading Members and Constituents arising out of or in relation to dealings, contracts and transactions made subject to the Bye-Laws, Rules and Regulations of the Exchange or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfilment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions and contracts have been entered into or not shall be submitted to arbitration in accordance with the provisions of these Byelaws and Regulations.
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* "TM" stands for "Trading Member" and "C" stands for "Constituent."

For more details please refer to Chapter XI of the Byelaws and Chapter 5 of Futures and Options Trading Regulations of National Stock Exchange of India Limited.

List of Investor Service Centre:

AHMEDABAD:

406, Sakar II, Near Ellis Bridge,
Ahmedabad -380 006
Tel.: (079) 658 0212 / 658 0213
Fax: (079) 657 6123

KOLKATTA:

Ideal Plaza, 11/1, Sarat Bose Road,
Kolkatta – 700 020
Tel.: (033) 2280 1202-05, 2280 5950-55
Fax: (033) 2240 9783, 2280 5957

CHENNAI:

7th Floor, Arihant Nitco Park,
90, Dr Radhakrishanan Salai,
Mylapore, Chennai – 600004
Tel.: (044) 2847 5100 / 2847 3670
Fax: (044) 2847 3633

DELHI:

“Thapar House”, Western Wing,
Mezzanine Floor, Janpath Lane,
124 Janpath, New Delhi – 110 001
Tel.: (011) 2334 4313 to 2334 4327
Fax: (011) 2336 6658

HYDERABAD:

8-2-677/A/3, Road No. 12,
Banjara Hills, Hyderabad – 500 034
Tel.: (040) 2332 4880/4883
Fax: (040) 2332 4632

Corporate Office

National Stock Exchange of India Ltd.
'Exchange Plaza', C-1, Block G,
Bandra-Kurla Complex, Bandra (E),
Mumbai – 400 051
Tel. Nos.: 26598100-14
Fax Nos: 26598120
e-mail address: cc_nse@nse.co.in
Website <http://www.nseindia.com>

For further information and for more copies of this booklet please write to the above address.

Disclaimer

The information contained herein is subject to change without prior notice. While every effort is made to ensure the accuracy and completeness of information contained, the Exchange makes no guarantee and assumes no liability for any errors or omissions of the information. No one can use the information as the basis for any claim, demand or cause of action.

Please refer to relevant regulations and circulars in case of specific cases and problems.