

MANDATORY **DOCUMENTS**

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Consolidated Application Form for Registration as a Client ("CAF")

Name of the Client

Unique Client Code

Internal Reference Number

Name & Address of Member

INDEX

A. Mandatory Documents

<u>SR No.</u>	<u>Document Title</u>	<u>Description</u>	<u>No. of Pages</u>	<u>Attached</u>
1.	Check List & Instruction to fill CAF	Instructions to fill up the necessary form and documents to be give.		
2.	Combined Risk Disclosure Document for Capital Market / Cash Segment and Futures & Options Segment	To make investor / client aware of the risk involved in dealing in the secondary market.		
3.	Investors' Rights and Obligations	For Investors to know about his/her/it rights and obligations while dealing in the secondary market		
4.	Name of the Member Policy & Procedures	Basic policy / procedure of the company to protect investors interest and serve them properly		
5.	Client Registration Form – Individuals	Requisite information about client for the purpose of registration		
6.	Client Registration Form – Corporate / Firms and Others	Requisite information about client for the purpose of registration by Other than Individuals		
7.	Agreement between Stock Broker and Client (BSE)	Necessary agreement between the NAME OF THE MEMBER and the client (You) for BSE as direct client		
8.	Tripartite Agreement between Stock Broker, Sub-Broker and Client (BSE)	Necessary agreement between the NAME OF THE MEMBER, Sub-Broker and the client (You) for BSE (as you as a client going to deal through sub-broker)		
9.	Agreement between Stock Broker and Client (NSE)	Necessary agreement between the NAME OF THE MEMBER and the client (You) for NSE as direct client		
10.	Tripartite Agreement between Stock Broker, Sub-Broker and Client (NSE)	Necessary agreement between the NAME OF THE MEMBER, Sub-Broker and the client (You) for NSE (as you as a client going to deal through sub-broker)		

B. Non - Mandatory Documents

<u>Sr.</u>	<u>Document Title</u>	<u>Description</u>	<u>No. of Pages</u>	<u>Attached</u>
1	Letter to prospective client	Explaining mandatory / non-mandatory documents required for the purpose of registration as client		
2	Consolidated Letter of Authority	Letter from the client giving authority to NAME OF THE MEMBER to have Running Account for funds and waiving certain requirements		
3	Special consent letter with reference to the Tripartite Agreement between Stock Broker, Sub-Broker and Client	Consent letter by the client who is going to deal through sub-broker agreeing to certain conditions and obligations towards NAME OF THE MEMBER		
4	Consent Letter for Electronic	Consent letter by the client to receive daily		

	Contract Note (ECN) and other documents Addendum to the Agreement	contract notes as well as periodic other statutory documents in electronic medium (email)		
5	Office Use Page	For NAME OF THE MEMBER Use only		

The clients are hereby informed/intimated that we are doing Trading in Proprietary account in addition to Clientele Business.

(Disclosure made in pursuance of SEBI Circular No SEBI/MRD/SE/Cir-42/2003 dated 19th November 2003)

Check List and Instructions to fill in the CAF for Mandatory Documents

- 1 Please fill separate CAFs for each Person, i.e. Individuals, Corporates, Firms, etc
- 2 Sign at place applicable to you wherever marked as "X"
- 3 Do not use Stapler anywhere in the Form or to attach Photograph or to attach Enclosures and / or Annexures, Put them in the Flap provided on the 3rd Cover Page of this Form
- 4 Copy of MAPIN UIN Card / PAN Card / Passport / Driving License / Voter's Identity Card (for Individual / Proprietor / Partners / Directors / Karta / Trustees / Authorised Persons as the case may be as a Proof of Identity)
- 5 Copy of Passport / Driving License / Voter's Identity Card / Ration Card / Bank Passbook / Rent Agreement / Flat Maintenance Bill / Telephone Bill / Electricity Bill (for Individual / Proprietor / Partners / Directors / Karta / Trustees / Authorised Persons as the case may be as a Proof of Address)
- 6 Copy of a Cancelled Cheque Leaf / Bank Statement / Bank Passbook containing Name of the Client
- 7 Details of all the Demat Accounts held by the Client must be mentioned using separate Sheet of Paper. Furnish the Demat Account Detail in which Client wish to receive Securities in Pay-out for the Purchase of Securities in the Space Provided in Client Registration Form
- 8 Copy of Demat Account Statement / Account Opening Letter for all the Demat Accounts for which Details are furnished
- 9 While filling in Details of Demat Account, make Sure you enter First 8 Characters of BO Id as DP Id and Last 8 Characters of BO Id as BO Id in the Space provided in CRF for Demat Accounts held with CDSL
- 10 Any Overwriting, Corrections, Deletions shall be countersigned and **CAF should be filled in Capital Letters only**
- 11 Annexures may be used if the Information does not fit within the space provided
- 12 Annexures to CRF must be strictly on A4 Size Paper and not on part thereof
- 13 Originals of the Documents submitted are required for Verification at the time of submission of the CAF
- 14 Copy of Annual Reports and Balance Sheets for Last 2 Financial Years and Income Tax Return for last 2 Financial Years (Copies Annual Reports & Balance Sheets to be submitted every Year) **(for Non-Individuals)**
- 15 Copy of Latest Shareholding Pattern including List of all those (including their Photographs) holding more than 5% in the Share Capital of the Company and Persons authorised to deal in Securities / Contracts, duly certified by the Managing or Wholetime Director or Company Secretary (updated Shareholding Pattern to be submitted every Year) **(for Corporates)**
- 16 Copy of the Partnership Deed (for Partnership Firms), Copy of Memorandum and Articles of Association and copy of the Board Resolution approving Participation in Equities / Derivatives Trading and naming Authorised Persons for Dealing in Securities **(for Corporates)**
17. In respect of clients trading in derivative segment, following documentary evidence for financial information is required.

Illustrative list of documents

1. Copy of ITR Acknowledgement
 2. Copy of Annual Accounts
 3. Copy of Form 16 in case of salary income
 4. Net worth certificate
 5. Salary Slip
 6. Bank account statement for last 6 months
 7. Copy of demat account Holding statement.
 8. Any other relevant documents substantiating ownership of assets.
- Self declaration along with relevant supporting

- 18 Forms incomplete in any respect are liable to be rejected, so please be careful while filling up the Form and seek Guidance of Company Official near you, who will help you filling up the Form correctly
- 19 Attach separate sheet if space is insufficient for providing necessary information
- 20 In case of change in Address/Bank a\c /Demat a\c the inform us in writing with necessary Proof.

From _____ (Name of the Member)

Combined Risk Disclosure Document for Capital Market / Cash Segment and Futures & Options Segment

This Document is issued by the Member of the National Stock Exchange of India (hereinafter referred to as "NSE") / The Stock Exchange, Mumbai (hereinafter referred to as "BSE") which has been formulated by the Exchanges in Co-ordination with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") and contains Important Information on Trading in Equities and F&O Segments of NSE / BSE. All Prospective Constituents should read this Document before Trading on Capital Market / Cash Segment or F&O Segment of the Exchanges

NSE / BSE / SEBI does neither singly or jointly and expressly nor impliedly Guarantee nor make any Representation concerning the Completeness, the Adequacy 1 or Accuracy of this Disclosure Document nor has NSE / BSE / SEBI endorsed or passed any Merits of participating in the Trading Segments. This Brief Statement does not disclose all the Risks and other Significant Aspects of Trading

In the light of the Risks involved, you should undertake Transactions only if you understand the Nature of the Contractual Relationship into which you are entering and the extent of your Exposure to Risk

You must know and appreciate that Investment in Equity Shares, Derivatives or other Instruments traded on the Stock Exchange(s), which have varying Element of Risk, is generally not an appropriate Avenue for someone of Limited Resources / Limited Investment and / or Trading Experience and Low Risk Tolerance. You should therefore carefully consider whether such Trading is suitable for you in the light of your Financial Condition. In case you trade on NSE / BSE and suffer Adverse Consequences or Loss, you shall be solely responsible for the same and NSE / BSE, its Clearing Corporation / Clearing House and / or SEBI shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take a Plea that No Adequate Disclosure regarding the Risks involved was made or that you were not explained the Full Risk involved by the concerned Member. The Constituent shall be solely responsible for the Consequences and No Contract can be rescinded on that Account. You must acknowledge and accept that there can be No Guarantee of Profits or No Exception from Losses while executing Orders for Purchase and / or Sale of a Security or Derivatives being traded on NSE / BSE

It must be clearly understood by you that your Dealings on NSE / BSE through a Member shall be subject to your fulfilling certain Formalities set out by the Member, which may interalia include your filling the Know Your Client Form, Client Registration Form, Execution of an Agreement, etc, and are subject to the Rules, Byelaws and Regulations of NSE / BSE and its Clearing Corporation, Guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by NSE / BSE or its Clearing Corporation / Clearing House and in force from time to time

NSE / BSE does not provide or purport to provide any Advice and shall not be liable to any Person who enters into any Business Relationship with any Trading Member and / or Sub-Broker of NSE / BSE and / or any Third Party based on any Information contained in this Document. Any Information contained in this Document must not be construed as Business Advice / Investment Advice. No Consideration to Trade should be made without thoroughly Understanding and reviewing the Risks involved in such Trading. If you are unsure, you must seek Professional Advice on the same

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

1 Basic Risks involved in Trading on the Stock Exchange (Equity & Other Instruments)

1.1 Risk of Higher Volatility

Volatility refers to the Dynamic Changes in Price that Securities undergo when Trading Activity continues on the Stock Exchange. Generally, Higher the Volatility of a Security / Contract, Greater is its Price Swings. There may be normally Greater Volatility in thinly traded Securities / Contracts than in Active Securities / Contracts. As a result of Volatility, your Order may only be partially executed or not executed at all, or the Price at which your Order got executed may be substantially different from the Last Traded Price or change substantially thereafter, resulting in Notional or Real Losses

1.2 Risk of Lower Liquidity

Liquidity refers to the ability of Market Participants to Buy and /or Sell Securities / Contracts expeditiously at a Competitive Price and with Minimal Price Difference. Generally, it is assumed that more the Numbers of Orders available in a Market, Greater is the Liquidity. Liquidity is important because with Greater Liquidity, it is easier for Investors to Buy and / or Sell Securities / Contracts swiftly and with Minimal Price Difference, and as a result, Investors are more likely to pay or receive a Competitive Price for Securities / Contracts purchased or sold. There may be a Risk of Lower Liquidity in some Securities / Contracts as compared to Active Securities / Contracts. As a result, your Order may only be partially executed, or may be executed with relatively Greater Price Difference or may not be executed at all

1.2.1 Buying / Selling without intention of giving and / or taking Delivery of a Security, as part of a Day Trading Strategy, may also result into Losses, because in such a Situation, Stocks may have to be sold / purchased at a Low / High Prices, compared to the expected Price Levels, so as not to have any Obligation to deliver / receive a Security

1.3 Risk of Wider Spreads

Spread refers to the difference in Best Buy Price and Best Sell Price. It represents the Differential between the Price of buying a Security and immediately selling it or vice versa. Lower Liquidity and Higher Volatility may result in wider than Normal Spreads for less Liquid or Illiquid Securities / Contracts. This in turn will hamper Better Price Formation

1.4 Risk-Reducing Orders

Most Exchanges have a facility for Investors to place "Limit Orders", "Stop Loss Orders" etc. The placing of such Orders (e.g., "Stop Loss" Orders, or "Limit" Orders) which are intended to Limit Losses to certain Amounts may not be effective many a time because Rapid Movement in Market Conditions may make it impossible to execute such Orders

1.4.1 A "Market" Order will be executed promptly, subject to availability of Orders on Opposite Side, without regard to Price and that, while the Customer may receive a Prompt Execution of a "Market" Order, the Execution may be at available Prices of Outstanding Orders, which satisfy the Order Quantity, on Price Time Priority. It may be understood that these Prices may be significantly different from the Last Traded Price or the Best Price in that Security

1.4.2 A "Limit" Order will be executed only at the "Limit" Price specified for the Order or a Better Price. However, while the Customer receives Price Protection, there is a Possibility that the Order may not be executed at all

1.4.3 A "Stop Loss" Order is generally placed "Away" from the Current Price of a Stock / Contract, and such Order gets activated if and when the Stock / Contract reaches, or trades through, the Stop Price. Sell Stop Orders are entered ordinarily below the Current Price, and Buy Stop Orders are entered ordinarily above the Current Price. When the Stock reaches the pre-determined Price, or Trades through such Price, the Stop Loss Order converts to a Market / Limit Order and is executed at the Limit or better. There is No Assurance therefore that the Limit Order will be executable since a Stock / Contract might penetrate the pre-determined Price, in which case, the Risk of such Order not getting executed arises, just as with a Regular Limit Order

1.5 Risk of News Announcements

Issuers make News Announcements that may impact the Price of the Securities / Contracts. These Announcements may occur during Trading, and when combined with Lower Liquidity and Higher Volatility, may suddenly cause an unexpected

Positive or Negative Movement in the Price of the Security / Contract

1.6 Risk of Rumors

Rumors about Companies at times float in the Market through Word of Mouth, Newspapers, Websites or News Agencies, etc. The Investors should be wary of and should desist from acting on Rumors

1.7 System Risk

High Volume Trading will frequently occur at the Market Opening and before Market Close. Such High Volumes may also occur at any point in the Day. These may cause Delays in Order Execution or Confirmation

1.7.1 During Periods of Volatility, on account of Market Participants continuously modifying their Order Quantity or Prices or Placing Fresh Orders, there may be Delays in Order Execution and its Confirmations

1.7.2 Under certain Market Conditions, it may be difficult or impossible to Liquidate a Position in the Market at a Reasonable Price or at all, when there are No Outstanding Orders either on the Buy side or the Sell side, or if Trading is halted in a Security due to any Action on account of Unusual Trading Activity or Stock hitting Circuit Filters or for any other Reason

1.8 System / Network Congestion

Trading on NSE / BSE is in Electronic Mode, based on Satellite / Leased Line based Communications, Combination of Technologies and Computer Systems to place and route Orders. Thus, there exists a Possibility of Communication Failure or System Problems or slow or delayed Response from System or Trading Halt, or any such other Problem / Glitch whereby not being able to establish Access to the Trading System / Network, which may be beyond the Control of and may result in delay in processing or not processing Buy or Sell Orders either in part or in Full. You are cautioned to note that although these Problems may be temporary in Nature, but when you have Outstanding Open Positions or Unexecuted Orders, these represent a Risk because of your Obligations to settle all Executed Transactions

2 As far as Futures & Options Segment is concerned, please note and get yourself acquainted with the following Additional Features:**2.1 Effect of "Leverage" or "Gearing"**

The Amount of Margin is small relative to the Value of the Derivatives Contract so the Transactions are "Leveraged" or "Geared".

Derivatives Trading, which is conducted with a relatively Small Amount of Margin, provides the Possibility of Great Profit or Loss in comparison with the Principal Investment Amount. But Transactions in Derivatives carry a High Degree of Risk

You should therefore completely understand the following Statements before actually trading in Derivatives Trading and also trade with Caution while taking into account One's Circumstances, Financial Resources, etc. If the Prices move against you, you may lose a part of or whole Margin Equivalent to the Principal Investment Amount in a relatively Short Period of Time. Moreover, the Loss may exceed the Original Margin Amount

A Futures trading involves Daily Settlement of all Positions. Every Day the Open Positions are Marked to Market based on the Closing Level of the Index. If the Index has moved against you, you will be required to

deposit the Amount of Loss (Notional) resulting from such Movement. This Margin will have to be paid within a Stipulated Time Frame, generally before Commencement of Trading Next Day

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B If you fail to deposit the Additional Margin by the Deadline or if an Outstanding Debt occurs in your Account, the Broker / Member may liquidate a part of or the whole Position or substitute Securities. In this case, you will be liable for any Losses incurred due to such Close-outs

C Under certain Market Conditions, an Investor may find it Difficult or Impossible to execute Transactions. For example, this Situation can occur due to factors such as Illiquidity i.e. when there are Insufficient Bids or Offers or Suspension of Trading due to Price Limit or Circuit Breakers etc

D In order to maintain Market Stability, the following Steps may be adopted: Changes in the Margin Rate, Increases in the Cash Margin Rate or others. These New Measures may also be applied to the Existing Open Interests. In such Conditions, you will be required to put up Additional Margins or reduce your Positions

E You must ask your Broker to provide the Full Details of the Derivatives Contracts you plan to trade i.e. the Contract Specifications and the associated Obligations

2.2 Risk of Option holders

1 An Option Holder runs the Risk of losing the entire Amount paid for the Option in a relatively Short Period of Time. This Risk reflects the Nature of an Option as a wasting Asset, which becomes worthless when it expires. An Option Holder who neither sells his Option in the Secondary Market nor exercises it prior to its Expiration will necessarily lose his Entire Investment in the Option. If the Price of the Underlying does not change in the Anticipated Direction before the Option expires to an extent Sufficient to cover the Cost of the Option, the Investor may lose all or a Significant Part of his Investment in the Option

2 The Exchange may impose Exercise Restrictions and have absolute Authority to restrict the Exercise of Options at Certain Times in specified Circumstances

2.3 Risks of Option Writers

1 If the Price Movement of the Underlying is not in the Anticipated Direction, the Option Writer runs the Risks of losing Substantial Amount

2 The Risk of being an Option Writer may be reduced by the Purchase of other Options on the same Underlying Interest and thereby assuming a Spread Position or by acquiring other types of Hedging Positions in the Options Markets or other Markets. However, even where the Writer has assumed a Spread or other Hedging Position, the Risks may still be Significant. A Spread Position is not necessarily less Risky than a simple "Long" or "Short" Position

3 Transactions that involve buying and writing Multiple Options in Combination, or buying or writing Options in Combination with buying or selling Short the Underlying Interests, present Additional Risks to Investors. Combination Transactions, such as Option Spreads, are more Complex than buying or writing a Single Option. And it should be further noted that, as in any area of Investing, a Complexity not well understood is, in itself, a Risk Factor. While this is not to suggest that Combination Strategies should not be considered, it is advisable, as is the case with all Investments in Options, to consult with someone who is Experienced and Knowledgeable with respect to the Risks and Potential Rewards of Combination Transactions under various Market Circumstances

3. GENERAL

3.1 Commission and Other Charges

Before you begin to trade, you should obtain a Clear Explanation of all Commission, Fees and Other Charges for which you will be liable. These Charges will affect your Net Profit (if any) or increase your Loss

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3.2 Deposited Cash and Property

You should familiarise yourself with the Protections accorded to the Money or other Property you deposit particularly in the event of a Firm Insolvency or Bankruptcy. The extent to which you may recover your Money or Property may be governed by Specific Legislation or Local Rules. In some Jurisdictions, Property which has been specifically identifiable as your Own will be pro-rated in the same manner as Cash for purposes of Distribution in the event of a Shortfall. In case of any dispute with the Member, the same shall be subject to Arbitration as per the Bye-laws / Regulations of the Exchange

3.3 For Rights and Obligations of the Clients, please refer to Annexure - 1 enclosed with this Document

3.4 The Term "Constituent" shall mean and include a Client, a Customer or an Investor, who deals with a Member for the purpose of acquiring and / or selling of Securities through the Mechanism provided by NSE / BSE

3.5 The Term "Member" shall mean and include a Trading Member, a Broker or a Stock Broker, who has been admitted as such by NSE / BSE and who holds a Registration Certificate as a Stock Broker from SEBI

I hereby acknowledge that I have received and understood this Risk Disclosure Statement and Annexure - 1 containing my Rights and Obligations

Signature X _____

Signatory Name _____

Title self / Proprietor / Partner / Director / Karta / Trustee / Authorised Signatory (affix Seal)

Client Name _____

Date _____

Place _____

Annexure – 1
Investors' Rights and Obligations

1.1 You should familiarise yourself with the Protection accorded to the Money or other Property you may deposit with your Member, particularly in the event of a Default in the Stock Market or the Broking Firm's Insolvency or Bankruptcy

1.1.1 Please ensure that you have a Documentary Proof of your having made deposit of such Money or Property with the Member, stating towards which Account such Money or Property deposited

1.1.2 Further, it may be noted that the extent to which you may recover such Money or Property may be governed by the Bye-laws and Regulations of NSE / BSE and the Scheme of the Investors' Protection Fund in force from time to time

1.1.3 Any Dispute with the Member with respect to Deposits, Margin Money, etc, and producing an Appropriate Proof thereof, shall be subject to Arbitration as per the Rules, Byelaws / Regulations of NSE / BSE or its Clearing Corporation / Clearing House

1.2 Before you begin to Trade, you should obtain a clear idea from your Member of all Brokerage, Commissions, Fees and other Charges which will be levied on you for Trading. These Charges will affect your Net Cash Inflow or Outflow

1.3 You should exercise Due Diligence and comply with the following Requirements of the NSE / BSE and / or SEBI:

1.3.1 Please deal only with and through SEBI Registered Members of the Stock Exchange and are enabled to trade on the Exchange. All SEBI Registered Members are given a Registration Number, which may be verified from SEBI. The Details of all Members of NSE / BSE and whether they are enabled to Trade may be verified from NSE / BSE Website (www.nseindia.com / www.bseindia.com)

1.3.2 Demand any such Information, Details and Documents from the Member, for the purpose of Verification, as you may find it necessary to satisfy yourself about his Credentials

1.3.3 Furnish all such Details in Full as are required by the Member as required in "Know Your Client" Form, which may also include Details of PAN or Passport or Driving License or Voters Id, or Ration Card, Bank Account and Depository Account, or any such Details made Mandatory by SEBI / BSE / NSE at any time, as is available with the Investor

1.3.4 Execute a Broker-Client Agreement in the form prescribed by SEBI and / or the Relevant Authority of NSE / BSE or its Clearing Corporation / Clearing House from time to time, because this may be useful as a Proof of your Dealing Arrangements with the Member

1.3.5 Give any Order for Buy or Sell of a Security in Writing or in such form or manner, as may be mutually agreed. Giving Instructions in writing ensures that you have Proof of your intent, in case of Disputes with the Member

1.3.6 Ensure that a Contract Note is issued to you by the Member, which contains Minute Records of Every Transaction. Verify that the Contract Note contains Details of Order Number, Trade Number, Trade Time, Trade Price, Trade Quantity, Name of Security, Client Code allotted to you and showing the Brokerage separately. Contract Notes are required to be given / sent by the Member to the Investors latest on the Next Working Day of the Trade. Contract Note can be issued by the Member either in Electronic Form using Digital Signature as required, or in Hard Copy. In case you do not receive a Contract Note on the Next Working Day or at a mutually agreed Time, please get in touch with the Investors Grievance Cell of NSE / BSE, without delaying

1.3.7 Facility of Trade Verification is available on NSE / BSE Website (www.nseindia.com / www.bseindia.com), where Details of Trade as mentioned in the Contract Note may be verified from the Trade Date up to Five Trading Days. Where Trade Details on the Website, do not tally with the Details mentioned in the Contract Note, immediately get in touch with the Investors Grievance Cell of NSE / BSE

1.3.8 Ensure that Payment / Delivery of Securities against Settlement is given to the concerned Member within One Working Day prior to the Date of Pay-in announced by NSE / BSE or it's Clearing Corporation / Clearing House. Payments should be made only by Account Payee Cheque in favor of the Firm / Company of the Trading Member and a Receipt or Acknowledgement towards what such Payment is made be obtained from the Member. Delivery of Securities is made to the Pool Account of the Member rather than to the Beneficiary Account of the Member

1.3.9 In case Pay-out of Money and / or Securities is not received on the Next Working Day after Date of Pay-out announced by NSE / BSE or its Clearing Corporation / Clearing House, please Follow-up with the concerned Member for its release. In case Pay-out is not released as above from the Member within Five Working Days, ensure that you lodge a Complaint immediately with the Investors' Grievance Cell of NSE / BSE

1.3.10 Every Member is required to send a Complete 'Statement of Accounts', for both Funds and Securities Settlement to each of its Constituents, at such Periodicity as may be prescribed by time to time. You should report errors, if any, in the Statement immediately, but not later than 30 Calendar Days of Receipt thereof, to the Member. In case the Error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell of NSE / BSE, without delaying

1.3.11 In case of a complaint against a Member / Registered Sub-Broker, you should address the Complaint to the Office as may be specified by NSE / BSE from time to time

1.4 In case where a Member surrenders his Membership, NSE / BSE gives a Public Notice inviting Claims, if any, from Investors. In case of a Claim, relating to "Transactions Executed on the Trading System" of NSE / BSE, ensure that you lodge a Claim with NSE / BSE / NSCCL / Clearing House within the Stipulated Period and with the Supporting Documents

1.5 In case where a Member is expelled from Trading Membership or declared a Defaulter, NSE / BSE gives a Public Notice inviting Claims, if any, from Investors. In case of a Claim, relating to "Transactions Executed on the Trading System" of NSE / BSE, ensure that you lodge a Claim with NSE / BSE within the Stipulated Period and with the Supporting Documents

1.6 Claims against a Defaulter / Expelled Member found to be Valid as prescribed in the relevant Rules / Bye-laws and the Scheme under the Investors' Protection Fund (IPF) may be payable First Out of the Amount vested in the Committee for Settlement of Claims against Defaulters, on Pro-rata basis if the Amount is Inadequate. The Balance Amount of Claims, if any, to a Maximum Amount of Rs 10 Lakhs per Investor Claim, per Defaulter / Expelled Member may be payable subject to such Claims being found payable under the Scheme of the IPF

Notes

- 1 The Term "Constituent" shall mean and include a Client, a Customer or an Investor, who deals with a Trading Member of NSE / BSE for the purpose of acquiring and / or selling of Securities through the Mechanism provided by NSE / BSE
- 2 The Term "Member" shall mean and include a Member or a Broker or a Stock Broker, who has been admitted as such by NSE / BSE and who holds a Registration Certificate as a Stock Broker from SEBI

3 NSE / BSE may be substituted with Names of the relevant Exchanges, wherever applicable

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Policies & Procedure – Client Registration

In order to ensure proper compliance with various Notices/Circulars /Guidelines issued by SEBI/Exchanges and uniformity the Company has prescribed the **Policies & Procedure** as under for guidance of all employees in HO/all Branches which is to be strictly followed by all.

[1] Refusal of orders for penny stocks

There is no formal list of the “Penny Stocks” issued by the Exchanges/SEBI. However there are shares of certain companies which are called/known as “Penny Stocks” in the Market. These shares may be part of the list of “Illiquid Stocks” issued by the Exchanges from time to time but not necessarily so in all cases. As dealing in these stocks (in physical form or demat form) is risky the Company (as a stock broker) may decline to carry out Buy/Sale Order/s of any client for so called “Penny Stock”

[2] Setting up of Client’s Exposure limits

The Company will fix the limit in value for each and every Client for which Buy/Sell Order/s of any particular Client will be executed in normal course based on “Income level” for the year confirmed by the Client and other considerations. The Company will not disclose the rational / logic of their decision (about fixation of the monetary limit). However if requested by the Client for any specific transaction/s to be carried out as a special case then it may be considered on merit.

[3] Applicable Brokerage Rate

At present SEBI permits maximum brokerage @ 2.5%.The Company charge brokerage to their Clients at the rate/s below this maximum limit. Each client will be intimated the rate at which brokerage will be charged to him / her / it. This rate will be revised by the Company based on volume of the Client’s business / market conditions / other relevant factors. Any change in the rate of brokerage will be intimated to the Client in writing in advance.

[4] Imposition of penalty /delayed payment charges by either party –Rate/Period

All Clients who have agreed to have a “Running Account” with the Company will have to make payments due to the Company on due date/s. In all cases if payment is not made to the Company on due date penalty / delayed payment charges for delay in payment of amount relating to settlement, margin or any other dues relating to securities transactions @ _____ % per annum. These charges shall be levied from the date of debit balance till the credit of payment in your bank account.

[5] The right to sell client’s securities or close client’s position, without giving notice to the client, on account of non-payment of client’s dues.

In case any particular Client has failed to make payment on due date then the Company will sell that particular client’s securities or close that particular client’s position, without giving notice to the client on account of non-payment of dues.

[6]Shortages in obligations arising out of internal netting of trades

In case of BSE, shortages arising out of Internal Netting of trades are given for self auction to the exchange through exchange mechanisms.

In case of NSE, shortages arising out of Internal Netting of trades, client shortages are closed out by company at 10% above the closing rate of that particular scrip of auction date.

In case of shortages due to Internal Netting of trades if the Company is required to pay any penalty to the Exchange/s it will be charged to the Client concerned.

[7] Conditions under which a client may not be allowed to take further position or broker may close the existing position of a client.

It is to be noted that under following circumstances any Client will not be allowed to take further position or the Company may close that particular Client's position (i) If the particular Client is a Defaulter of amount due to the Company (ii) Value of the Collateral is not sufficient to meet the Losses incurred by the Client (iii) If according to the Company Market Conditions has turned or likely to turn unfavorable based on the information available or it is the view of the matter taken by the Company. (iv) that particular Client is barred from Trading on the Exchange/s by SEBI/Exchange/s

[8] Temporarily suspending or closing a client's account at the client's request

It is to be noted that under following circumstances any particular Client's Account may be Suspended / Closed (i) On receipt of Written Instruction from that particular Client (ii) that particular Client is barred from Trading on the Exchange/s by SEBI/Exchange/s (iii) The particular Client who has defaulted in making payment on due date to the Company (iv) on receipt of any adverse information by the Company about the particular Client.

[9] Deregistering a client.

It is to be noted that any particular Client/s who is/are covered under any of the following category will be deregistered

(i) that particular Client/s is/are barred from Trading on the Exchange/s by SEBI/Exchange/s (ii) The particular Client who has defaulted in making payment on due date to the Company (iii) on receipt of any adverse information by the Company about the particular Client (iv) The Client NOT trading through the Company continuously for more than 12 months

10. Treatment of Inactive Accounts

The Clients who are inactive for the period of six months will be locked for further trading in order to avoid erroneous punching of order. Such customers can get their accounts activated by orally requesting their relationship manager or sub-broker.

I have read and understand the above policy for RMS and Controls of the Member and state that I will strictly abide by the conditions laid in this policy.

x _____

Client Registration Form – Individuals

(This Information is the Sole Property of the Trading Member / Brokerage House and would not be disclosed to anyone unless required by Law or except with the Express Permission of Clients)

To,

Name of the Member

Registered office:

Tel.:

Trading cum Clearing Member of the Equities & Derivatives Segments of BSE

Segment	Clearing No.	SEBI Reg. No.
Cash Market		
Derivatives Segment		

Trading cum Clearing Member of the Equities & Derivatives Segments of NSE

Segment	Clearing No.	SEBI Reg. No.
Capital Market		
Future & Options Segment		

Affix a Signed Photograph of Client (Please Paste, do not Staple)

Dear Sirs,

I request you to register me as a Client and enable me to trade in the Equities and / or Derivatives Segments of The Bombay Stock Exchange Ltd and / or National Stock Exchange of India Ltd pursuant to the Agreement entered into with you. I have read the Rules, Bye-Laws and Regulations of the Segments, the Exchanges and agree to abide by them. In this regard, I give the following information

1] Name of the Client _____
Last Name First Name Middle Name

2] Unique Identification Number (MAPIN Id) _____
Permanent Account Number (PAN) _____

3] Sex **Male / Female** 4] Date of Birth _____
(in dd-mon-yyyy format i.e. 31-DEC-2009)

5] Martial Status **Married / Single**

6] Residential Address _____

City: _____ Pin Code: _____ State: _____

Country: _____ Nationality: _____

Residential Status: Indian / NRI / Others _____

Tel No. _____ Fax No _____

E-Mail Id: _____ Cell No (prefix "0") _____

7] Bank Account Details

Name and Branch of the Bank _____

Branch Address, Tel & Fax No _____

Bank A/c No _____ MICR Code _____

Account Type Savings / Current / Others _____

(This is the Bank Account through which Transactions will generally be routed. Copy of a Cancelled Cheque Leaf / Pass Book / Bank Statement containing the Name of the Client should be submitted)

X _____

8] Depository Account Details

Depository: **C D S L / N S D L**

DP Name _____	DP Id								
DP _____	BO Id								
Address _____									

(This is the Depository Account through which Transactions will generally be routed. Copy of Account Opening Form / Demat Statement containing the Name and Account Number of the Client should be submitted)

9] Occupation Details (tick whichever is applicable)

Employed Self-Employed Business Professional Housewife Others _____

10] Employer's Name & Details (if Employed) /

11] Name & Nature of Business (if Self Employed / Business / Professional)

Office _____
Address _____

—

City: _____ Pin Code: _____ State: _____

Country: _____ Nationality: _____

Tel No. _____ Fax No _____

E-Mail Id: _____ Cell No (prefix "0") _____

12] Financial Details

Annual Income Range (mark "√" whichever is applicable)

Below Rs 100,000 <input type="checkbox"/>	Rs 500,000 to Rs 1,000,000 <input type="checkbox"/>	Above Rs 2,500,000 <input type="checkbox"/>
Rs 100,000 to Rs 500,000 <input type="checkbox"/>	Rs 1,000,000 to Rs 2,500,000 <input type="checkbox"/>	

(Financial Details of the constituent / Mandatory for clients who wish to trade in F & O)

13] Investment / Trading Experience

____ No Prior Experience, ____ Years in Stocks, ____ Years in Derivatives, ____ Years in Other Investment related field

14] Exchange & Segment Preference (Preferred Exchange & Segment where you wish to Trade if the member is registered for such Exchanges / Segment)

Exchange	Segment	Capital Market/Cash Segment	Derivatives	Debt market (If applicable)	Sign
1 BSE					
2 NSE					
3 Others					

***Financial details of the constituent/ Mandatory for clients who wish to trade in F & O**

15] Whether registered with any other Broker(s) - Member(s), if Yes; Client Code _____

Member Name _____ Exchange Name _____

(if Registered with Multiple Brokers, please provide Details of All in a separate Sheet)

16] Details of any Action taken by SEBI / Stock Exchange(s) / any other Authority against the Client for Violation of Securities Laws / other Economic Offences (in Last 3 years – namely from _____ to _____)

a. _____

b. _____

c. _____

17] References

Introduction: Introduced by another constituent / Director or Employee of the Trading Member / any other person (please specify)

Introducer's Name _____ Signature _____
Address _____

Identity proof of introducer: ----- Address proof of introducer: -----

Interviewer's Name _____ Signature of employee _____
Designation:- _____

X _____

17] Declaration

I 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.

Signature **X** _____

Client Name _____

Date _____

Place _____

* Strike out whichever is not applicable

9] Permanent Account Number (PAN)

--	--	--	--	--	--	--	--	--	--

X _____

10] Name, Designation and Residential Address of Promoters / Partners / Karta

No	Name of the Person	Designation	Residential Address
1			
2			
3			

11] Name, Designation and Residential Address of All Directors, Designation

No	Name of the Person	Designation	Residential Address
1			
2			
3			

12] Name, Designation and Residential Address of Persons authorised to deal in Securities / Contracts on behalf of the Company / Firm / Others

No	Name of the Person	Designation	Residential Address
1			
2			
3			

(for Points 10 to 12, if the Space provided is insufficient, please provide Details in the same Format on a separate Sheet. Annexure to the Client Registration Form must be filled up for the Persons named in Column above referred Points)

13] Details of any Action taken by SEBI / Stock Exchange(s) / any other Authority against the Client or its Partners / Promoters / Directors / Karta / Beneficiaries / Trustees / Authorised Persons in Charge of dealing in Securities / Contracts for Violation of Securities Laws / other Economic Offences (in last 3 years namely from _____ to _____)

- a. _____
- b. _____
- c. _____

14] **Bank Account Details**

Name and Branch of the Bank _____

Branch Address, Tel & Fax No _____

Bank A/c No

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

 MICR Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account Type Savings / Current / Others _____

(This is the Bank Account through which Transactions will generally be routed. Copy of a Cancelled Cheque Leaf / Pass Book / Bank Statement containing the Name of the Client should be submitted)

15] **Depository Account Details**

Depository: **C D S L / N S D L**

DP Name _____ DP Id

--	--	--	--	--	--	--	--	--	--

DP _____ BO Id

--	--	--	--	--	--	--	--	--	--

Address _____

(This is the Depository Account through which Transactions will generally be routed. Copy of Account Opening Form / Demat Statement containing the Name and Account Number of the Client should be submitted)

16] Investment Experience

_____ No Prior Experience, ___ Years in Stocks, ___ Years in Derivatives, ___ Years in Other Investment related field

17] Exchange & Segment Preference (Preferred Exchange & Segment where you wish to Trade if the member is registered for such Exchanges / Segment)

Exchange	Segment	Capital Market/Cash Segment	Derivatives	Debt market (If applicable)	Sign
1 BSE					
2 NSE					
3 Others					

***Financial details of the constituent/ Mandatory for clients who wish to trade in F & O**

X _____

18] Whether registered with any other Broker(s) - Member(s), if Yes; Client Code _____
Member Name _____ Exchange Name _____
(if Registered with Multiple Brokers, please provide Details of All in a separate Sheet)

19] References

Introduction: Introduced by another constituent / Director or Employee of the Trading Member / any other person (please specify)

Introducer's Name _____ Signature _____
Address _____

Identity proof of introducer: ----- Address proof of introducer: -----

Interviewer's Name _____ Signature of employee _____
Designation: - _____

20] Declaration

I / We hereby declare that the Details furnished above are True and Correct to the best of my Knowledge and Belief and I / we 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 / we am /are aware that I / we may be held liable for it.

Authorised Signatory X _____ (with Company Seal)

Client Name _____

Date _____

Place _____

* Strike out whichever is not applicable

Signature **X** _____

Name _____

Date _____

Place _____

Agreement between Stock Broker and Client (BSE) – Page 1

This Agreement is made and executed at _____ this _____ Day of _____, 20____ between;

M/s _____ **(Name of the Member)**, a Body Corporate, registered / incorporated under the Provisions of the Companies Act, 1956, being a Member of the **The Bomaby Stock Exchange Limited** (hereinafter called “the Exchange”), and having its Registered Office at _____, (hereinafter called “the Stock Broker”) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading member while trading in the derivatives segment its Heirs, Executors, Administrators and Legal Representatives / the Partners for the time being of the said Firm, the Survivor or Survivors of them and their Respective Heirs, Executors, Administrators and Legal Representatives / its Successors, as the case may be, of the One Part;

And

Mr / Ms / M/s _____, an Individual/ a Sole Proprietary Concern / a Partnership Firm / a Body Corporate, registered / incorporated, under the Provisions of the Indian Partnership Act, 1932 / the Companies Act, 1956, having his / her / its Residence / Registered Office at

_____ (hereinafter called “the Client”) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his / her / its Heirs, Executors, Administrators and Legal Representatives / the Partners for the time being of the said Firm, the Survivor or Survivors of them and their Respective Heirs, Executors, Administrators and Legal Representatives / its Successors, as the case may be, of the Other Part;

WHEREAS the Stock Broker is registered as the Stock Broker of the Exchange with SEBI Registration Number _____ in the Capital Market / Cash Segment and SEBI Registration Number _____ in the Futures & Options Segment

WHEREAS the Client is desirous of investing / trading in those Securities / Contracts / other Instruments admitted to Dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and Circulars issued there under from time to time

WHEREAS the Client has satisfied itself of the capacity of the Stock Broker to deal in Securities and / or deal in Derivatives Contracts and wishes to execute its Orders through the Stock Broker and the Client shall from time to time continue to satisfy itself of such Capability of the Stock Broker before executing Orders through the Stock Broker

WHEREAS the Stock Broker has satisfied and shall continuously satisfy itself about the Genuineness and Financial Soundness of the Client and Investment Objectives relevant to the Services to be provided; and

WHEREAS the Stock Broker has taken steps and shall take steps to make the Client aware of the Precise Nature of the Stock Broker’s Liability for Business to be conducted, including any Limitations, the Liability and the capacity in which the Stock Broker acts

WHEREAS the Stock Broker and the Client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and Circulars issued there under and Rules and Regulations of SEBI and relevant Notifications of Government Authorities as may be in force from time to time

Now, therefore, in consideration of the Mutual Understanding as set forth in this Agreement, the Parties thereto have agreed to the following Terms and Conditions

X _____

Agreement between Stock Broker and Client (BSE) – Page 2

- 1 The Client agrees to immediately notify the Stock Broker in writing if there is any Change in the Information in the "Client Registration Form" provided by the Client to the Stock Broker at the time of Opening of the Account or at any time thereafter
- 2 The Stock Broker declares that it has brought the contents of the Risk Disclosure Document to the notice of Client and made him aware of the Significance of the said Document. The Client agrees that:
 - a He has read and understood the Risks involved in Trading on a Stock Exchange
 - b He shall be wholly responsible for all his Investment Decisions and Trades
 - c The Failure of the Client to understand the Risk involved shall not render a Contract as Void or Voidable and the Client shall be and shall continue to be Responsible for all the Risks and Consequences for entering into Trades in the Segments in which the Client chose to Trade
 - d He is liable to pay applicable Initial Margins, withholding Margins, Special Margins or such other Margins as are considered necessary by the Stock Broker or the Exchange or as may be directed by SEBI from time to time as applicable to the Segment(s) in which the Client trades. The Stock Broker is permitted in its sole and absolute discretion to collect Additional Margins (even though not required by the Exchange, Clearing House / Clearing Corporation or SEBI) and the Client shall be obliged to pay such Margins within the stipulated Time
 - e Payment of Margins by the Client does not necessarily imply Complete Satisfaction of all Dues. In spite of consistently having paid Margins, the Client may, on the Closing of its Trade, be obliged to Pay (or entitled to receive) such further sums as the Contract may dictate / require
- 3 The Client agrees to pay to the Stock Broker Brokerage and Statutory Levies as are prevailing from time to time and as they apply to the Client's account, Transactions and to the Services that Stock Broker renders to the Client. The Stock Broker agrees that it shall not charge Brokerage more than the Maximum Brokerage permissible as per the Rules, Regulations and Bye-laws of the relevant Stock Exchange / SEBI
- 4 The Client agrees to abide by the Exposure Limits, if any, set by the Stock Broker or by the Exchange or Clearing Corporation or SEBI from time to time
- 5 Without prejudice to the Stock Broker's other Rights (including the Right to refer a Matter to Arbitration), the Stock Broker shall be entitled to Liquidate / Close out all or any of the Client's Positions for Non-Payment of Margins or other Amounts, Outstanding Debts, etc and adjust the Proceeds of such Liquidation / Close out, if any, against the Client's Liabilities / Obligations. Any and all Losses and Financial Charges on account of such Liquidation / Closing-out shall be charged to and borne by the Client

- 6 The Stock Broker agrees that the Money / Securities deposited by the Client shall be kept in a Separate Account, distinct from his / its Own Account or Account of any other Client and shall not be used by the Stock Broker for himself / itself or for any other Client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations Circulars / Guidelines / Exchanges Rules / Regulations / Byelaws and Circulars

X _____

Agreement between Stock Broker and Client (BSE) – Page 3

- 7 The Client agrees to immediately furnish information to the Stock Broker in writing, if any Winding up Petition or Insolvency Petition has been filed or any Winding up or Insolvency Order or Decree or Award is passed against him or if any Litigation which may have Material Bearing on his capacity has been filed against him
- 8 The Stock Broker agrees to inform the Client and keep him apprised about Trading / Settlement Cycles, Delivery / Payment Schedules, any changes therein from time to time, and it shall be the responsibility in turn of the Client to comply with such Schedules / Procedures of the relevant Stock Exchange
- 9 In the event of Death or Insolvency of the Client or his / its otherwise becoming incapable of Receiving and Paying for or Delivering or Transferring Securities which the Client has ordered to be bought or sold, Stock Broker may Close out the Transaction of the Client and claim Losses, if any, against the Estate of the Client. The Client or his Successors, Heirs and Assigns shall be entitled to any Surplus, which may result there from
- 10 The Stock Broker agrees that it shall co-operate in redressing Grievances of the Client in respect of Transactions routed through it and in removing Objections for Bad Delivery of Shares, Rectification of Bad Delivery, etc in respect of Shares and Securities delivered / to be delivered or received / to be received by the Client
- 11 The Stock Broker shall continue to be responsible for replacing Bad Deliveries of the Client in accordance with applicable "Good & Bad Delivery Norms" even after Termination of the Agreement and shall be entitled to recover any Loss incurred by him in such connection from the Client
- 12 The Stock Broker shall ensure Due Protection to the Client regarding Client's Rights to Dividends, Rights or Bonus Shares, etc in respect of Transactions routed through it and it shall not do anything which is likely to harm the Interest of the Client with whom and for whom it may have had Transactions in Securities
- 13 The Client and the Stock Broker agree to refer any Claims and / or disputes to Arbitration as per the Rules, Byelaws and Regulations of the Exchange and Circulars issued thereunder as may be in force from time to time
- 14 The Stock Broker hereby agrees that he shall ensure Faster Settlement of any Arbitration Proceedings arising out of the Transactions entered into between him and the Client and that he shall be liable to implement the Arbitration Awards made in such Proceedings
- 15 Information about default in Payment / Delivery and related aspects by a Client shall be brought to the Notice of the relevant Stock Exchange(s). In case where defaulting Client is a Corporate Entity /

Partnership / Proprietary Firm or any other Artificial Legal Entity, then the Name(s) of Director(s) / Promoter(s) / Partner(s) / Proprietor as the case may be, shall also be communicated to the relevant Stock Exchange(s)

- 16 The Stock Broker and the Client agree to reconcile their Accounts at the End of each Quarter with reference to all the Settlements where Payouts have been declared during the Quarter

X _____

Agreement between Stock Broker and Client (BSE) – Page 4

- 17 The Stock Broker and the Client agree to abide by any Award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003
- 18 The Stock Broker and the Client declare and agree that the Transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and Circulars issued thereunder of the Exchange and all Parties to such Trade shall have submitted to the Jurisdiction of such Court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the Provisions of the Rules, Byelaws and Regulations of the Exchange and the Circulars issued thereunder
- 19 The Instructions issued by an Authorised Representative, if any, of the Client shall be binding on the Client in accordance with the Letter authorising the said Representative to deal on behalf of the said Client
- 20 Where the Exchange cancels Trade(s) suo moto all such Trades including the Trade/s done on behalf of the Client shall ipso facto stand cancelled
- 21 This Agreement shall forthwith terminate; if the Stock Broker for any reason ceases to be a Member of the Stock Exchange including Cessation of Membership by reason of the Stock Broker's Default, Death, Resignation or Expulsion or if the Certificate issued by the Board is cancelled
- 22 The Stock Broker and the Client shall be entitled to terminate this Agreement without giving any reasons to the other Party, after giving Notice in writing of not less than One Month to the other Parties. Notwithstanding any such Termination, all Rights, Liabilities and Obligations of the Parties arising out of or in respect of Transactions entered into prior to the Termination of this Agreement shall continue to subsist and vest in / be binding on the respective Parties or his / its respective Heirs, Executors, Administrators, Legal Representatives or Successors, as the case may be
- 23 In addition to the specific Rights set out in this Agreement, the Stock Broker and the Client shall be entitled to exercise any other Rights which the Stock Broker or the Client may have under the Rules, Byelaws and Regulations of the Exchange and Circulars issued thereunder or Rules and Regulations of SEBI
- 24 Words and Expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and Circulars issued thereunder
- 25 The Provisions of this Agreement shall always be subject to Government Notifications, any Rules, Regulations, Guidelines and Circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant Stock Exchange that may be in force from time to time

26 The Stock Broker hereby undertakes to maintain the Details of the Client as mentioned in the Client Registration Form or any other Information pertaining to the Client in confidence and that it shall not disclose the same to any Person / Authority except as required under any Law / Regulatory Requirements; Provided however that the Stock Broker may so disclose Information about its his Client to any Person or Authority with the Express Permission of the Client

X _____

Agreement between Stock Broker and Client (BSE) – Page 5

This Agreement can be altered, amended and /or modified by the Parties mutually in Writing without derogating from the contents of this Agreement. Provided however, if the Rights and Obligations of the Parties hereto are altered by Virtue of Change in Rules and Regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Stock Exchange, such Changes shall be deemed to have been incorporated herein in Modification of the Rights and Obligations of the Parties mentioned in this Agreement

IN WITNESS THEREOF the Parties to the Agreement have caused these presents to be executed as of the Day and Year first above written

Signed for and behalf of the Stock Broker **Name of Member**

By _____

Signature _____

Title _____

Witness1. _____

(Name & Address of the Witness)

(Signature of the Witness)

2. _____

(Name & Address of the Witness)

(Signature of the Witness)

Signed for and behalf of the Client _____

By _____

Signature X _____

Title _____

Witness1. _____

(Name & Address of the Witness)

(Signature of the Witness)

2. _____

(Name & Address of the Witness)

(Signature of the Witness)

Note

All References to the Specific Quantity / Rate / Fee mentioned in this Agreement are subject to change from time to time, as so agreed to in writing between the Parties

TriPartite Agreement between Stock Broker, Sub-Broker and Client (BSE) – Page 1

This Agreement (hereinafter referred to as “Agreement”) is entered into at Mumbai on this _____ Day of _____, by and between;

_____ (**Name of the Member**) (hereinafter referred to as “the Stock Broker”), a Body Corporate and having its Registered Office at _____, which Expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his / her Heirs, Executors, Administrators and Legal Representatives / the Partners for the time being of the said Entity, the Survivor or Survivors of them and their respective Heirs, Executors, Administrators and Legal Representatives / its Successors, as the case may be, of the One Part;

And

_____ (*Name of the Sub-Broker*) (hereinafter referred to as “the Sub-Broker”), a _____ (*Type of Entity*) and having his / its Office / Registered Office at _____ (*Address of the Sub-Broker*), which Expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his / her Heirs, Executors, Administrators and Legal Representatives / the Partners for the time being of the said Entity, the Survivor or Survivors of them and their respective Heirs, Executors, Administrators and Legal Representatives / its Successors, as the case may be, of the Second Part;

And

_____ (*Name of the Client of the Sub-Broker*) (hereinafter referred to as “the Client”), a _____ (*Type of Entity*) and having his / its Office / Registered Office at _____ (*Address of the Client*), which Expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his / her Heirs, Executors, Administrators and Legal Representatives / the Partners for the time being of the said Entity, the Survivor or Survivors of them and their respective Heirs, Executors, Administrators and Legal Representatives / its Successors, as the case may be, of the Third Part;

WHEREAS

- 1 The Stock Broker states that it is engaged, in the Business of Stock Broking and is a Member of **The Bombay Stock Exchange Limited** (hereinafter referred to as “the Stock Exchange”) with SEBI Registration Number _____
- 2 The Sub-Broker states that;
 - a) The Sub-Broker is recognized by the Stock Exchange, Mumbai as a Sub-Broker affiliated to the Stock Broker of the Stock Exchange with Sub-Broker SEBI Registration Number _____
(*SEBI Registration Number of the Sub-Broker*)
 - b) The Sub-Broker is not affiliated to any other Member of the same Stock Exchange
 - c) The Sub-Broker has the Necessary Infrastructure like Adequate Office Space, Equipments and Manpower to effectively discharge his / its Activities
- 3 The Client is registered with the Sub-Broker as a Client for purpose of availing Broking Services through the Sub-Broker affiliated to the Stock Broker and is desirous of investing / trading in those Securities / Contracts / Other Instruments admitted to Dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and Circulars issued thereunder from time to time. A Copy of the Client Registration Form is annexed hereto

X _____ X _____ X _____
(Broker) (Sub-Broker) (Client)

TriPartite Agreement between Stock Broker, Sub-Broker and Client (BSE) – Page 2

- 4 Whereas the Stock Broker has satisfied and shall continuously satisfy itself about the Genuineness and Financial Soundness of the Client and Investment Objectives relevant to the Services to be provided; and
- 5 Whereas the Stock Broker has taken steps and shall take steps to make the Client aware of the Precise Nature of the Stock Broker's / Sub-Broker's Liability for Business to be conducted, including any Limitations, the Liability and the Capacity in which the Stock Broker / Sub-Broker acts

Now this Agreement witnesseth and it is hereby agreed by and between Stock Broker, Sub-Broker and Client as under

- 1 The Stock Broker and Sub-Broker hereby acknowledge and confirm that the Sub-Broker is affiliated to the Stock Broker and that the Sub-Broker shall within the Scope of the Authority given under these presents, be entitled to act as a 'Sub-Broker' within the meaning and subject to SEBI (Stock Brokers and Sub-Brokers) Rules, 1992 and SEBI (Stock Brokers and Sub-Brokers) Regulations, 1992 (hereinafter referred to as the said "Rules" and "Regulations" respectively) as amended from time to time, for assisting the Client in Buying, Selling or Dealing in Securities through the Stock Broker
- 2 The Stock Broker, the Sub-Broker and the Client agree that they shall abide by all the Statutory Responsibilities and Obligations imposed on them by the Rules, Regulations and / or any other Rules or Regulations applicable to the Stock Brokers, the Sub-Brokers and the Clients in general either framed by SEBI or by the relevant Stock Exchange / Clearing Corporation and / or any Government Circulars
- 3 The Stock Broker and the Sub-Broker declare that they have brought the contents of the Risk Disclosure Document to the Notice of Client and made him aware of the Significance of the said Document. The Client agrees that;
 - a] He has read and understood the Risks involved in trading on a Stock Exchange
 - b] He shall be wholly responsible for all his Investment Decisions and Trades
 - c] The Failure of the Client to understand the Risk involved shall not render a Contract as void or voidable and the Client shall be and shall continue to be responsible for all the Risks and Consequences for entering into Trades in the Segments in which the Client chose to trade
 - d] He is liable to pay Applicable Initial Margins, Withholding Margins, Special Margins or such other Margins as are considered necessary by the Stock Broker or the Exchange or as may be directed by SEBI from time to time as applicable to the Segment(s) in which the Client trades. The Stock Broker is permitted in its sole and absolute discretion to collect Additional Margins (even though not required by the Exchange, Clearing House / Clearing Corporation or SEBI) and the Client shall be obliged to pay such Margins within the Stipulated Time
 - e] Payment of Margins by the Client does not necessarily imply Complete Satisfaction of all Dues. In spite of consistently having paid Margins, the Client may, on the Closing of its Trade, be obliged to Pay (or entitled to receive) such further Sums as the Contract may dictate / require
- 4 The Client agrees to pay to the Stock Broker Brokerage and Statutory Levies as are prevailing from time to time and as they apply to the Client's Account, Transactions and to the Services that Stock Broker / Sub-Broker renders to the Client. The Stock Broker agrees that it shall not charge Brokerage more than the Maximum Brokerage permissible as per the Rules, Regulations and Bye-laws of the relevant Stock Exchange / SEBI

X _____ X _____ X _____
(Broker) (Sub-Broker) (Client)

TriPartite Agreement between Stock Broker, Sub-Broker and Client (BSE) – Page 3

- 5 The Stock Broker and the Sub-Broker agree that they shall co-operate and help each other in redressing Grievances of the Client in respect of Transactions routed through them and in removing Objections for bad Delivery of Shares, Rectification of Bad Delivery, etc in respect of Shares and Securities delivered / to be delivered or received / to be received by the Clients of Sub-Broker from the Stock Broker / Member and vice-versa
- 6 The Stock Broker shall continue to be responsible for replacing Bad Deliveries of the Client in accordance with applicable "Good & Bad Delivery Norms" even after Termination of the Agreement and shall be entitled to recover any Loss incurred by him in such connection from the Client
- 7 The Stock Broker agrees that the Money / Securities deposited by the Client shall be kept in a Separate Account, distinct from his / its Own Account or Account of any other Client and shall not be used by the Stock Broker for himself / itself or for any other Client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations / Circulars / Guidelines / Exchanges Rules / Regulations / Bye-laws and Circulars
- 8 The Stock Broker and the Sub-Broker agree that each of them shall ensure Due Protection to the Client regarding Client's Rights to Dividends, Rights or Bonus Shares, etc in respect of Transactions routed through them and they shall not jointly or severally do anything which is likely to harm the Interest of the Client with whom and for whom they may have had Transactions in Securities
- 9 The Stock Broker agrees to inform the Sub-Broker / Client and keep them apprised about Trading / Settlement Cycles, Delivery / Payment Schedules, any Changes therein from time to time, and it shall be the responsibility in turn of the Sub-Broker / Client to comply with such Schedules / Procedures of the relevant Stock Exchange
- 10 The Sub-Broker will provide assistance to Stock Broker and Client to reconcile their Accounts at the end of each Quarter with reference to all the Settlements where Payouts have been declared during the Quarter
- 11 The Stock Broker shall issue, individually for each Client of its Sub-Broker, Contract Notes in the Format prescribed by the relevant Stock Exchange. The Sub-Broker shall render Necessary Assistance to his Client in obtaining the Contract Note from the Stock Broker
- 12 The Stock Broker, the Sub-Broker and the Client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003
- 13 The Client and the Stock Broker agree to refer any Claims and / or Disputes to Arbitration as per the Rules, Bye-laws and Regulations of the Exchange and Circulars issued thereunder as may be in force from time to time
- 14 The Stock Broker and the Sub-Broker hereby agree that they will assist and cooperate with each other in ensuring faster Settlement of any Arbitration Proceedings arising out of the Transactions entered into between them vis-à-vis the Client and they shall be jointly or severally liable to implement the Arbitration Awards made in such Proceedings. In case of an Award against a Sub-Broker, if the Sub-

Broker fails to implement the Award, the Stock Broker shall be liable to implement the same and would be entitled to recover the same from the Sub-Broker

X _____ X _____ X _____
(Broker) (Sub-Broker) (Client)

TriPartite Agreement between Stock Broker, Sub-Broker and Client (BSE) – Page 4

- 15 The Stock Broker and the Sub-Broker hereby agree that all Transactions in Securities on behalf of the Clients of the sub-broker shall be settled by Delivery and / or Payment, between the Stock Broker and the Client in accordance with the Provisions of Rules, Bye-laws and Regulations of the relevant Stock Exchange on which the Transactions took place and subject to the Procedures for Settlement of Transactions laid down by the relevant Stock Exchange from time to time
- 16 Information about Default in Payment / Delivery and related Aspects by a Client, including that of a Sub-Broker as a Client shall be brought to the Notice of the relevant Stock Exchange(s) by the Stock Broker. In case where defaulting Sub-Broker / Client is a Corporate Entity / Partnership / Proprietary Firm or any other Artificial Legal Entity, then the Name(s) of Director(s) / Promoter(s) / Partner(s) / Proprietor as the case may be, shall also be communicated to the relevant Stock Exchange(s) by the Stock Broker
- 17 The Stock Broker, the Sub-Broker or the Client shall be entitled to terminate this Agreement without giving any Reasons to the other Party, after giving Notice in Writing of not less than One Month to the other Parties at their Respective Addresses mentioned below. Notwithstanding any such Termination, all Rights, Liabilities and Obligations of the Parties arising out of or in respect of Transactions entered into prior to the Termination of this Agreement shall continue to subsist and vest in / be binding on the respective Parties or his / its Respective Heirs, Executors, Administrators, Legal Representatives or Successors, as the case may be
- 18 In the event of Sub-Broker terminating this agreement and / or Termination of the Agreement with the Sub-Broker by the Stock Broker, for any Reason whatsoever, the Client shall be informed of such Termination and the Client shall be deemed to be the Direct Client of the Stock Broker and all Clauses in the Agreement governing the Client and Stock Broker shall continue to be in force as it is, unless the Client intimates to the Stock Broker his / its intention to terminate the Agreement by giving a Notice in writing of not less than One Month
- 19 This Agreement shall forthwith terminate;
 - (i) if the Stock Broker for any Reason ceases to be a Member of the Stock Exchange including Cessation of Membership by Reason of the Stock Broker's Default, Death, Resignation or Expulsion or if the Certificate issued by the Board is cancelled;
 - (ii) upon the Demise / Insolvency of the Sub-Broker or the Cancellation of his / its Registration with the Board or / Withdrawal of Recognition of the Sub-Broker by the Stock Exchange. Provided however, in such an event, the Client shall be informed of such Termination and the Client shall be deemed to be the Direct Client of the Stock Broker and all Clauses in the Agreement governing the Client and Stock Broker shall continue to be in force as it is, unless the Client intimate to the Stock Broker or the Stock Broker intimates to the Client his / its intention to Terminate the Agreement by giving One Month Notice in Writing
- 20 The Provisions of this Agreement shall always be subject to Government Notifications, any Rules, Regulations, Guidelines and Circulars issued by SEBI and Rules, Regulations and Bye-laws of the relevant Stock Exchange that may be in force from time to time

21 In the event of Death or Insolvency of the Client or his / its otherwise becoming incapable of Receiving and Paying for or Delivering or Transferring Securities which the Client has ordered to be bought or sold, Stock Broker may Close out the Transaction(s) of the Client and claim Losses, if any, against the Estate of the Client. The Client or his Successors, Heirs and Assigns shall be entitled to any Surplus, which may result therefrom

X _____ X _____ X _____
(Broker) (Sub-Broker) (Client)

TriPartite Agreement between Stock Broker, Sub-Broker and Client (BSE) – Page 5

22 Without Prejudice to the Stock Broker's other Rights (including the Right to refer a matter to Arbitration), the Stock Broker shall be entitled to Liquidate / Close out all or any of the Client's Positions for Non-Payment of Margins or other Amounts, Outstanding Debts, etc and adjust the Proceeds of such Liquidation / Close out, if any, against the Client's Liabilities / Obligations. Any and all Losses and Financial Charges on Account of such Liquidation / Closing-out shall be charged to and borne by the Client

23 The Stock Broker and the Client declare and agree that the Transactions executed on the Exchange are subject to Rules, Bye-laws and Regulations and Circulars issued thereunder of the Exchange and all Parties to such Trade shall have submitted to the Jurisdiction of such Court as may be specified by the Bye-laws and Regulations of the Exchange for the purpose of giving effect to the Provisions of the Rules, Bye-laws and Regulations of the Exchange and the Circulars issued thereunder

24 Where the Exchange cancels Trade(s) suo moto all such Trades including the Trade/s done on behalf of the Client shall ipso facto stand cancelled, Stock Broker / Member shall be entitled to cancel the respective Contract(s) with Client(s)

25 The Instructions issued by an Authorized Representative, if any, of the Client shall be binding on the Client in accordance with the Letter Authorizing the said Representative to deal on behalf of the said Client

26 The Client agrees to immediately notify the Stock Broker / Sub-Broker in writing if there is any Change in the Information in the 'Client Registration Form' provided by the Client to the Stock Broker / Sub-Broker at the time of opening of the Account or at any time thereafter

27 The Client agrees to abide by the Exposure Limits, if any, set by the Stock Broker or by the Exchange or Clearing Corporation or SEBI from time to time

28 In addition to the Specific Rights set out in this Agreement, the Stock Broker, the Sub-Broker and the Client shall be entitled to exercise any other Rights, which the Stock Broker, Sub-Broker or the Client may have under the Rules, Bye-laws and Regulations of the Exchange and Circulars issued thereunder or Rules and Regulations of SEBI

29 The Stock Broker and the Sub-Broker hereby undertake to maintain the Details of the Client as mentioned in the Client Registration Form or any other Information pertaining to the Client in confidence and that they shall not disclose the same to any Person / Authority except as required under any Law / Regulatory Requirements; Provided however that the Stock Broker or Sub-Broker may so disclose Information about his Client to any Person or Authority with the Express Permission of the Client

- 30 The Client agrees to immediately furnish Information to the Stock Broker in Writing, if any Winding up Petition or Insolvency Petition has been filed or any Winding up or Insolvency Order or Decree or Award is passed against him or if any Litigation which may have material bearing on his capacity has been filed against him
- 31 Words and Expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Bye-laws and Regulations of the Exchange and Circulars issued thereunder

X _____ X _____ X _____
 (Broker) (Sub-Broker) (Client)

TriPartite Agreement between Stock Broker, Sub-Broker and Client (BSE) – Page 6

This Agreement can be altered, amended and / or modified by the Parties mutually in Writing without derogating from the contents of this Agreement. Provided however, if the Rights and Obligations of the Parties hereto are altered by virtue of Change in Rules and Regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Stock Exchange, such Changes shall be deemed to have been incorporated herein in Modification of the Rights and Obligations of the Parties mentioned in this Agreement

IN WITNESS WHEREOF, the Parties hereto have set their Hands and Signatures on the Day, Month and Year first above written Signed for and on behalf of the Stock Broker / Member, the Sub-Broker and the Client

Signed for and behalf of the Stock Broker / Member **Name of the Member**
 Member of The Stock Exchange, Mumbai vide SEBI Registration Number _____ having its
 Registered Office at _____

By _____

Signature _____

Title _____

Witness1. _____
 (Name & Address of the Witness) (Signature of the Witness)

2. _____
 (Name & Address of the Witness) (Signature of the Witness)

Signed for and behalf of the Sub-Broker _____
 Recognized by the Stock Exchange, Mumbai as a Sub-Broker affiliated to the Stock Broker mentioned above
 vide SEBI Registration Number _____ (SEBI Registration Number of
 the Sub-Broker) having his / its Office at _____

By _____

Signature _____

Title _____

Witness1. _____

(Name & Address of the Witness)

(Signature of the Witness)

2. _____
(Name & Address of the Witness)

(Signature of the Witness)

Signed for and behalf of the Client _____
having his / its Address / Office at _____

By _____

Signature X _____

Title _____

Witness1. _____
(Name & Address of the Witness)

(Signature of the Witness)

2. _____
(Name & Address of the Witness)

(Signature of the Witness)

Agreement between Stock Broker and Client (NSE) – Page 1

This Agreement is made and executed at _____ this _____ Day of _____, 20__ between;

M/s _____ (**Name of the Member**), a Body Corporate, registered / incorporated under the Provisions of the Companies Act, 1956, being a Member of the **The National Stock Exchange of India Limited** (hereinafter called “the Exchange”), and having its Registered Office at _____ (hereinafter called “the Stock Broker”) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading member while trading in the derivatives segment, its Heirs, Executors, Administrators and Legal Representatives / the Partners for the time being of the said Firm, the Survivor or Survivors of them and their Respective Heirs, Executors, Administrators and Legal Representatives / its Successors, as the case may be, of the One Part;

And

Mr / Ms / M/s _____, an Individual/ a Sole Proprietary Concern / a Partnership Firm / a Body Corporate, registered / incorporated, under the Provisions of the Indian Partnership Act, 1932 / the Companies Act, 1956, having his / her / its Residence / Registered Office at _____ (hereinafter called “the Client”) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his / her Heirs, Executors, Administrators and Legal Representatives / the Partners for the time being of the said Firm, the Survivor or Survivors of them and their Respective Heirs, Executors, Administrators and Legal Representatives / its Successors, as the case may be, of the Other Part;

WHEREAS the Stock Broker is registered as the Stock Broker of the Exchange with SEBI Registration Number _____ in the Capital Market / Cash Segment and SEBI Registration Number _____ in the Futures & Options Segment

WHEREAS the Client is desirous of investing / trading in those Securities / Contracts / other Instruments admitted to Dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and Circulars issued there under from time to time

WHEREAS the Client has satisfied itself of the capacity of the Stock Broker to deal in Securities and / or deal in Derivatives Contracts and wishes to execute its Orders through the Stock Broker and the Client shall from time to time continue to satisfy itself of such Capability of the Stock Broker before executing Orders through the Stock Broker

WHEREAS the Stock Broker has satisfied and shall continuously satisfy itself about the Genuineness and Financial Soundness of the Client and Investment Objectives relevant to the Services to be provided; and

WHEREAS the Stock Broker has taken steps and shall take steps to make the Client aware of the Precise Nature of the Stock Broker's Liability for Business to be conducted, including any Limitations, the Liability and the capacity in which the Stock Broker acts

WHEREAS the Stock Broker and the Client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and Circulars issued there under and Rules and Regulations of SEBI and relevant Notifications of Government Authorities as may be in force from time to time

Now, therefore, in consideration of the Mutual Understanding as set forth in this Agreement, the Parties thereto have agreed to the following Terms and Conditions

- 1 The Client agrees to immediately notify the Stock Broker in writing if there is any Change in the Information in the "Client Registration Form" provided by the Client to the Stock Broker at the time of Opening of the Account or at any time thereafter

X

Agreement between Stock Broker and Client (NSE) – Page 2

- 2 The Stock Broker declares that it has brought the contents of the Risk Disclosure Document to the notice of Client and made him aware of the Significance of the said Document. The Client agrees that:
 - a He has read and understood the Risks involved in Trading on a Stock Exchange
 - b He shall be wholly responsible for all his Investment Decisions and Trades
 - c The Failure of the Client to understand the Risk involved shall not render a Contract as Void or Voidable and the Client shall be and shall continue to be Responsible for all the Risks and Consequences for entering into Trades in the Segments in which the Client chose to Trade
 - d He is liable to pay applicable Initial Margins, withholding Margins, Special Margins or such other Margins as are considered necessary by the Stock Broker or the Exchange or as may be directed by SEBI from time to time as applicable to the Segment(s) in which the Client trades. The Stock Broker is permitted in its sole and absolute discretion to collect Additional Margins (even though not required by the Exchange, Clearing House / Clearing Corporation or SEBI) and the Client shall be obliged to pay such Margins within the stipulated Time
 - e Payment of Margins by the Client does not necessarily imply Complete Satisfaction of all Dues. In spite of consistently having paid Margins, the Client may, on the Closing of its Trade, be obliged to Pay (or entitled to receive) such further sums as the Contract may dictate / require
- 3 The Client agrees to pay to the Stock Broker Brokerage and Statutory Levies as are prevailing from time to time and as they apply to the Client's account, Transactions and to the Services that Stock Broker renders to the Client. The Stock Broker agrees that it shall not charge Brokerage more than the Maximum Brokerage permissible as per the Rules, Regulations and Bye-laws of the relevant Stock Exchange / SEBI
- 4 The Client agrees to abide by the Exposure Limits, if any, set by the Stock Broker or by the Exchange or Clearing Corporation or SEBI from time to time
- 5 Without prejudice to the Stock Broker's other Rights (including the Right to refer a Matter to Arbitration), the Stock Broker shall be entitled to Liquidate / Close out all or any of the Client's Positions

for Non-Payment of Margins or other Amounts, Outstanding Debts, etc and adjust the Proceeds of such Liquidation / Close out, if any, against the Client's Liabilities / Obligations. Any and all Losses and Financial Charges on account of such Liquidation / Closing-out shall be charged to and borne by the Client

- 6 The Stock Broker agrees that the Money / Securities deposited by the Client shall be kept in a Separate Account, distinct from his/ its Own Account or Account of any other Client and shall not be used by the Stock Broker for himself / itself or for any other Client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations Circulars / Guidelines / Exchanges Rules / Regulations / By-laws and Circulars
- 7 The Client agrees to immediately furnish information to the Stock Broker in writing, if any Winding up Petition or Insolvency Petition has been filed or any Winding up or Insolvency Order or Decree or Award is passed against him or if any Litigation which may have Material Bearing on his capacity has been filed against him
- 8 The Stock Broker agrees to inform the Client and keep him apprised about Trading / Settlement Cycles, Delivery / Payment Schedules, any changes therein from time to time, and it shall be the responsibility in turn of the Client to comply with such Schedules / Procedures of the relevant Stock Exchange
- 9 In the event of Death or Insolvency of the Client or his / its otherwise becoming incapable of Receiving and Paying for or Delivering or Transferring Securities which the Client has ordered to be bought or sold, Stock Broker may Close out the Transaction of the Client and claim Losses, if any, against the Estate of the Client. The Client or his Successors, Heirs and Assigns shall be entitled to any Surplus, which may result there from

X _____

Agreement between Stock Broker and Client (NSE) – Page 3

- 10 The Stock Broker agrees that it shall co-operate in redressing Grievances of the Client in respect of Transactions routed through it and in removing Objections for Bad Delivery of Shares, Rectification of Bad Delivery, etc in respect of Shares and Securities delivered / to be delivered or received / to be received by the Client
- 11 The Stock Broker shall continue to be responsible for replacing Bad Deliveries of the Client in accordance with applicable "Good & Bad Delivery Norms" even after Termination of the Agreement and shall be entitled to recover any Loss incurred by him in such connection from the Client
- 12 The Stock Broker shall ensure Due Protection to the Client regarding Client's Rights to Dividends, Rights or Bonus Shares, etc in respect of Transactions routed through it and it shall not do anything which is likely to harm the Interest of the Client with whom and for whom it may have had Transactions in Securities
- 13 The Client and the Stock Broker agree to refer any Claims and / or disputes to Arbitration as per the Rules, Byelaws and Regulations of the Exchange and Circulars issued thereunder as may be in force from time to time
- 14 The Stock Broker hereby agrees that he shall ensure Faster Settlement of any Arbitration Proceedings arising out of the Transactions entered into between him and the Client and that he shall be liable to implement the Arbitration Awards made in such Proceedings
- 15 Information about default in Payment / Delivery and related aspects by a Client shall be brought to the Notice of the relevant Stock Exchange(s). In case where defaulting Client is a Corporate Entity / Partnership / Proprietary Firm or any other Artificial Legal Entity, then the Name(s) of Director(s) /

Promoter(s) / Partner(s) / Proprietor as the case may be, shall also be communicated to the relevant Stock Exchange(s)

- 16 The Stock Broker and the Client agree to reconcile their Accounts at the End of each Quarter with reference to all the Settlements where Payouts have been declared during the Quarter
- 17 The Stock Broker and the Client agree to abide by any Award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003
- 18 The Stock Broker and the Client declare and agree that the Transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and Circulars issued thereunder of the Exchange and all Parties to such Trade shall have submitted to the Jurisdiction of such Court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the Provisions of the Rules, Byelaws and Regulations of the Exchange and the Circulars issued thereunder
- 19 The Instructions issued by an Authorised Representative, if any, of the Client shall be binding on the Client in accordance with the Letter authorising the said Representative to deal on behalf of the said Client
- 20 Where the Exchange cancels Trade(s) suo moto all such Trades including the Trade/s done on behalf of the Client shall ipso facto stand cancelled
- 21 This Agreement shall forthwith terminate; if the Stock Broker for any reason ceases to be a Member of the Stock Exchange including Cessation of Membership by reason of the Stock Broker's Default, Death, Resignation or Expulsion or if the Certificate issued by the Board is cancelled

X _____

Agreement between Stock Broker and Client (NSE) – Page 4

- 22 The Stock Broker and the Client shall be entitled to terminate this Agreement without giving any reasons to the other Party, after giving Notice in writing of not less than One Month to the other Parties. Notwithstanding any such Termination, all Rights, Liabilities and Obligations of the Parties arising out of or in respect of Transactions entered into prior to the Termination of this Agreement shall continue to subsist and vest in / be binding on the respective Parties or his / its respective Heirs, Executors, Administrators, Legal Representatives or Successors, as the case may be
- 23 In addition to the specific Rights set out in this Agreement, the Stock Broker and the Client shall be entitled to exercise any other Rights which the Stock Broker or the Client may have under the Rules, Byelaws and Regulations of the Exchange and Circulars issued thereunder or Rules and Regulations of SEBI
- 24 Words and Expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and Circulars issued thereunder
- 25 The Provisions of this Agreement shall always be subject to Government Notifications, any Rules, Regulations, Guidelines and Circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant Stock Exchange that may be in force from time to time
- 26 The Stock Broker hereby undertakes to maintain the Details of the Client as mentioned in the Client Registration Form or any other Information pertaining to the Client in confidence and that it shall not disclose the same to any Person / Authority except as required under any Law / Regulatory Requirements; Provided however that the Stock Broker may so disclose Information about its his Client to any Person or Authority with the Express Permission of the Client

This Agreement can be altered, amended and /or modified by the Parties mutually in Writing without derogating from the contents of this Agreement. Provided however, if the Rights and Obligations of the Parties hereto are altered by Virtue of Change in Rules and Regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Stock Exchange, such Changes shall be deemed to have been incorporated herein in Modification of the Rights and Obligations of the Parties mentioned in this Agreement

IN WITNESS THEREOF the Parties to the Agreement have caused these presents to be executed as of the Day and Year first above written

Signed for and behalf of the Stock Broker **Name of the Member**

By _____
Signature _____
Title _____

Witness1. _____ (Name & Address of the Witness) _____ (Signature of the Witness)

2. _____ (Name & Address of the Witness) _____ (Signature of the Witness)

Signed for and behalf of the Client _____

By _____
Signature **X** _____
Title _____

Witness1. _____ (Name & Address of the Witness) _____ (Signature of the Witness)

2. _____ (Name & Address of the Witness) _____ (Signature of the Witness)

Note

All References to the Specific Quantity / Rate / Fee mentioned in this Agreement are subject to change from time to time, as so agreed to in writing between the Parties

TriPartite Agreement between Stock Broker, Sub-Broker and Client (NSE) – Page 1

This Agreement (hereinafter referred to as “Agreement”) is entered into at Mumbai on this _____ Day of _____, by and between;

_____ (**Name of the Member**) (hereinafter referred to as “the Stock Broker”), a Body Corporate and having its Registered Office at _____, which Expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his / her Heirs, Executors, Administrators and Legal Representatives / the Partners for the time being of the said Entity, the Survivor or Survivors of them and their respective Heirs, Executors, Administrators and Legal Representatives / its Successors, as the case may be, of the One Part;

And

_____ (Name of the Sub-Broker) (hereinafter referred to as "the Sub-Broker"), a _____ (Type of Entity) and having his / its Office / Registered Office at _____ (Address of the Sub-Broker), which Expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his / her Heirs, Executors, Administrators and Legal Representatives / the Partners for the time being of the said Entity, the Survivor or Survivors of them and their respective Heirs, Executors, Administrators and Legal Representatives / its Successors, as the case may be, of the Second Part;

And

_____ (Name of the Client of the Sub-Broker) (hereinafter referred to as "the Client"), a _____ (Type of Entity) and having his / its Office / Registered Office at _____ (Address of the Client), which Expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his / her Heirs, Executors, Administrators and Legal Representatives / the Partners for the time being of the said Entity, the Survivor or Survivors of them and their respective Heirs, Executors, Administrators and Legal Representatives / its Successors, as the case may be, of the Third Part;

WHEREAS

- 1 The Stock Broker states that it is engaged, in the Business of Stock Broking and is a Member of **The National Stock Exchange of India Limited** (hereinafter referred to as "the Stock Exchange") with SEBI Registration Number _____
- 2 The Sub-Broker states that;
 - a) The Sub-Broker is recognized by the National Stock Exchange of India Ltd as a Sub-Broker affiliated to the Stock Broker of the Stock Exchange with Sub-Broker SEBI Registration Number _____
(SEBI Registration Number of the Sub-Broker)
 - b) The Sub-Broker is not affiliated to any other Member of the same Stock Exchange
 - c) The Sub-Broker has the Necessary Infrastructure like Adequate Office Space, Equipments and Manpower to effectively discharge his / its Activities
- 3 The Client is registered with the Sub-Broker as a Client for purpose of availing Broking Services through the Sub-Broker affiliated to the Stock Broker and is desirous of investing / trading in those Securities / Contracts / Other Instruments admitted to Dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and Circulars issued thereunder from time to time. A Copy of the Client Registration Form is annexed hereto

X _____ X _____ X _____
(Broker) (Sub-Broker) (Client)

TriPartite Agreement between Stock Broker, Sub-Broker and Client (NSE) – Page 2

- 4 Whereas the Stock Broker has satisfied and shall continuously satisfy itself about the Genuineness and Financial Soundness of the Client and Investment Objectives relevant to the Services to be provided; and
- 5 Whereas the Stock Broker has taken steps and shall take steps to make the Client aware of the Precise Nature of the Stock Broker's / Sub-Broker's Liability for Business to be conducted, including any Limitations, the Liability and the Capacity in which the Stock Broker / Sub-Broker acts

Now this Agreement witnesseth and it is hereby agreed by and between Stock Broker, Sub-Broker and Client as under

- 1 The Stock Broker and Sub-Broker hereby acknowledge and confirm that the Sub-Broker is affiliated to the Stock Broker and that the Sub-Broker shall within the Scope of the Authority given under these presents, be entitled to act as a 'Sub-Broker' within the meaning and subject to SEBI (Stock Brokers and Sub-Brokers) Rules, 1992 and SEBI (Stock Brokers and Sub-Brokers) Regulations, 1992 (hereinafter referred to as the said "Rules" and "Regulations" respectively) as amended from time to time, for assisting the Client in Buying, Selling or Dealing in Securities through the Stock Broker
- 2 The Stock Broker, the Sub-Broker and the Client agree that they shall abide by all the Statutory Responsibilities and Obligations imposed on them by the Rules, Regulations and / or any other Rules or Regulations applicable to the Stock Brokers, the Sub-Brokers and the Clients in general either framed by SEBI or by the relevant Stock Exchange / Clearing Corporation and / or any Government Circulars
- 3 The Stock Broker and the Sub-Broker declare that they have brought the contents of the Risk Disclosure Document to the Notice of Client and made him aware of the Significance of the said Document. The Client agrees that;
 - a] He has read and understood the Risks involved in trading on a Stock Exchange
 - b] He shall be wholly responsible for all his Investment Decisions and Trades
 - c] The Failure of the Client to understand the Risk involved shall not render a Contract as void or voidable and the Client shall be and shall continue to be responsible for all the Risks and Consequences for entering into Trades in the Segments in which the Client chose to trade
 - d] He is liable to pay Applicable Initial Margins, Withholding Margins, Special Margins or such other Margins as are considered necessary by the Stock Broker or the Exchange or as may be directed by SEBI from time to time as applicable to the Segment(s) in which the Client trades. The Stock Broker is permitted in its sole and absolute discretion to collect Additional Margins (even though not required by the Exchange, Clearing House / Clearing Corporation or SEBI) and the Client shall be obliged to pay such Margins within the Stipulated Time
 - e] Payment of Margins by the Client does not necessarily imply Complete Satisfaction of all Dues. In spite of consistently having paid Margins, the Client may, on the Closing of its Trade, be obliged to Pay (or entitled to receive) such further Sums as the Contract may dictate / require
- 4 The Client agrees to pay to the Stock Broker Brokerage and Statutory Levies as are prevailing from time to time and as they apply to the Client's Account, Transactions and to the Services that Stock Broker / Sub-Broker renders to the Client. The Stock Broker agrees that it shall not charge Brokerage more than the Maximum Brokerage permissible as per the Rules, Regulations and Bye-laws of the relevant Stock Exchange / SEBI

X _____ X _____ X _____
(Broker) (Sub-Broker) (Client)

TriPartite Agreement between Stock Broker, Sub-Broker and Client (NSE) – Page 3

- 5 The Stock Broker and the Sub-Broker agree that they shall co-operate and help each other in redressing Grievances of the Client in respect of Transactions routed through them and in removing Objections for bad Delivery of Shares, Rectification of Bad Delivery, etc in respect of Shares and Securities delivered / to

be delivered or received / to be received by the Clients of Sub-Broker from the Stock Broker / Member and vice-versa

- 6 The Stock Broker shall continue to be responsible for replacing Bad Deliveries of the Client in accordance with applicable "Good & Bad Delivery Norms" even after Termination of the Agreement and shall be entitled to recover any Loss incurred by him in such connection from the Client
- 7 The Stock Broker agrees that the Money / Securities deposited by the Client shall be kept in a Separate Account, distinct from his / its Own Account or Account of any other Client and shall not be used by the Stock Broker for himself / itself or for any other Client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations / Circulars / Guidelines / Exchanges Rules / Regulations / Bye-laws and Circulars
- 8 The Stock Broker and the Sub-Broker agree that each of them shall ensure Due Protection to the Client regarding Client's Rights to Dividends, Rights or Bonus Shares, etc in respect of Transactions routed through them and they shall not jointly or severally do anything which is likely to harm the Interest of the Client with whom and for whom they may have had Transactions in Securities
- 9 The Stock Broker agrees to inform the Sub-Broker / Client and keep them apprised about Trading / Settlement Cycles, Delivery / Payment Schedules, any Changes therein from time to time, and it shall be the responsibility in turn of the Sub-Broker / Client to comply with such Schedules / Procedures of the relevant Stock Exchange
- 10 The Sub-Broker will provide assistance to Stock Broker and Client to reconcile their Accounts at the end of each Quarter with reference to all the Settlements where Payouts have been declared during the Quarter
- 11 The Stock Broker shall issue, individually for each Client of its Sub-Broker, Contract Notes in the Format prescribed by the relevant Stock Exchange. The Sub-Broker shall render Necessary Assistance to his Client in obtaining the Contract Note from the Stock Broker
- 12 The Stock Broker, the Sub-Broker and the Client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003
- 13 The Client and the Stock Broker agree to refer any Claims and / or Disputes to Arbitration as per the Rules, Bye-laws and Regulations of the Exchange and Circulars issued thereunder as may be in force from time to time
- 14 The Stock Broker and the Sub-Broker hereby agree that they will assist and cooperate with each other in ensuring faster Settlement of any Arbitration Proceedings arising out of the Transactions entered into between them vis-à-vis the Client and they shall be jointly or severally liable to implement the Arbitration Awards made in such Proceedings. In case of an Award against a Sub-Broker, if the Sub-Broker fails to implement the Award, the Stock Broker shall be liable to implement the same and would be entitled to recover the same from the Sub-Broker

X _____ X _____ X _____
(Broker) (Sub-Broker) (Client)

TriPartite Agreement between Stock Broker, Sub-Broker and Client (NSE) – Page 4

- 15 The Stock Broker and the Sub-Broker hereby agree that all Transactions in Securities on behalf of the Clients of the sub-broker shall be settled by Delivery and / or Payment, between the Stock Broker and the Client in accordance with the Provisions of Rules, Bye-laws and Regulations of the relevant Stock Exchange on which the Transactions took place and subject to the Procedures for Settlement of Transactions laid down by the relevant Stock Exchange from time to time
- 16 Information about Default in Payment / Delivery and related Aspects by a Client, including that of a Sub-Broker as a Client shall be brought to the Notice of the relevant Stock Exchange(s) by the Stock Broker. In case where defaulting Sub-Broker / Client is a Corporate Entity / Partnership / Proprietary Firm or any other Artificial Legal Entity, then the Name(s) of Director(s) / Promoter(s) / Partner(s) / Proprietor as the case may be, shall also be communicated to the relevant Stock Exchange(s) by the Stock Broker
- 17 The Stock Broker, the Sub-Broker or the Client shall be entitled to terminate this Agreement without giving any Reasons to the other Party, after giving Notice in Writing of not less than One Month to the other Parties at their Respective Addresses mentioned below. Notwithstanding any such Termination, all Rights, Liabilities and Obligations of the Parties arising out of or in respect of Transactions entered into prior to the Termination of this Agreement shall continue to subsist and vest in / be binding on the respective Parties or his / its Respective Heirs, Executors, Administrators, Legal Representatives or Successors, as the case may be
- 18 In the event of Sub-Broker terminating this agreement and / or Termination of the Agreement with the Sub-Broker by the Stock Broker, for any Reason whatsoever, the Client shall be informed of such Termination and the Client shall be deemed to be the Direct Client of the Stock Broker and all Clauses in the Agreement governing the Client and Stock Broker shall continue to be in force as it is, unless the Client intimates to the Stock Broker his / its intention to terminate the Agreement by giving a Notice in writing of not less than One Month
- 19 This Agreement shall forthwith terminate;
 - (i) if the Stock Broker for any Reason ceases to be a Member of the Stock Exchange including Cessation of Membership by Reason of the Stock Broker's Default, Death, Resignation or Expulsion or if the Certificate issued by the Board is cancelled;
 - (ii) upon the Demise / Insolvency of the Sub-Broker or the Cancellation of his / its Registration with the Board or / Withdrawal of Recognition of the Sub-Broker by the Stock Exchange. Provided however, in such an event, the Client shall be informed of such Termination and the Client shall be deemed to be the Direct Client of the Stock Broker and all Clauses in the Agreement governing the Client and Stock Broker shall continue to be in force as it is, unless the Client intimate to the Stock Broker or the Stock Broker intimates to the Client his / its intention to Terminate the Agreement by giving One Month Notice in Writing
- 20 The Provisions of this Agreement shall always be subject to Government Notifications, any Rules, Regulations, Guidelines and Circulars issued by SEBI and Rules, Regulations and Bye-laws of the relevant Stock Exchange that may be in force from time to time
- 21 In the event of Death or Insolvency of the Client or his / its otherwise becoming incapable of Receiving and Paying for or Delivering or Transferring Securities which the Client has ordered to be bought or sold, Stock Broker may Close out the Transaction(s) of the Client and claim Losses, if any, against the Estate of the Client. The Client or his Successors, Heirs and Assigns shall be entitled to any Surplus, which may result there from

X _____ X _____ X _____
(Broker) (Sub-Broker) (Client)

TriPartite Agreement between Stock Broker, Sub-Broker and Client (NSE) – Page 5

- 22 Without Prejudice to the Stock Broker's other Rights (including the Right to refer a matter to Arbitration), the Stock Broker shall be entitled to Liquidate / Close out all or any of the Client's Positions for Non-Payment of Margins or other Amounts, Outstanding Debts, etc and adjust the Proceeds of such Liquidation / Close out, if any, against the Client's Liabilities / Obligations. Any and all Losses and Financial Charges on Account of such Liquidation / Closing-out shall be charged to and borne by the Client
- 23 The Stock Broker and the Client declare and agree that the Transactions executed on the Exchange are subject to Rules, Bye-laws and Regulations and Circulars issued thereunder of the Exchange and all Parties to such Trade shall have submitted to the Jurisdiction of such Court as may be specified by the Bye-laws and Regulations of the Exchange for the purpose of giving effect to the Provisions of the Rules, Bye-laws and Regulations of the Exchange and the Circulars issued thereunder
- 24 Where the Exchange cancels Trade(s) suo moto all such Trades including the Trade/s done on behalf of the Client shall ipso facto stand cancelled, Stock Broker / Member shall be entitled to cancel the respective Contract(s) with Client(s)
- 25 The Instructions issued by an Authorized Representative, if any, of the Client shall be binding on the Client in accordance with the Letter Authorizing the said Representative to deal on behalf of the said Client
- 26 The Client agrees to immediately notify the Stock Broker / Sub-Broker in writing if there is any Change in the Information in the 'Client Registration Form' provided by the Client to the Stock Broker / Sub-Broker at the time of opening of the Account or at any time thereafter
- 27 The Client agrees to abide by the Exposure Limits, if any, set by the Stock Broker or by the Exchange or Clearing Corporation or SEBI from time to time
- 28 In addition to the Specific Rights set out in this Agreement, the Stock Broker, the Sub-Broker and the Client shall be entitled to exercise any other Rights, which the Stock Broker, Sub-Broker or the Client may have under the Rules, Bye-laws and Regulations of the Exchange and Circulars issued thereunder or Rules and Regulations of SEBI
- 29 The Stock Broker and the Sub-Broker hereby undertake to maintain the Details of the Client as mentioned in the Client Registration Form or any other Information pertaining to the Client in confidence and that they shall not disclose the same to any Person / Authority except as required under any Law / Regulatory Requirements; Provided however that the Stock Broker or Sub-Broker may so disclose Information about his Client to any Person or Authority with the Express Permission of the Client
- 30 The Client agrees to immediately furnish Information to the Stock Broker in Writing, if any Winding up Petition or Insolvency Petition has been filed or any Winding up or Insolvency Order or Decree or Award is passed against him or if any Litigation which may have material bearing on his capacity has been filed against him

X _____ X _____ X _____
(Broker) (Sub-Broker) (Client)

TriPartite Agreement between Stock Broker, Sub-Broker and Client (NSE) – Page 6

31 Words and Expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Bye-laws and Regulations of the Exchange and Circulars issued thereunder

This Agreement can be altered, amended and / or modified by the Parties mutually in Writing without derogating from the contents of this Agreement. Provided however, if the Rights and Obligations of the Parties hereto are altered by virtue of Change in Rules and Regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Stock Exchange, such Changes shall be deemed to have been incorporated herein in Modification of the Rights and Obligations of the Parties mentioned in this Agreement

IN WITNESS WHEREOF, the Parties hereto have set their Hands and Signatures on the Day, Month and Year first above written Signed for and on behalf of the Stock Broker / Member, the Sub-Broker and the Client

Signed for and behalf of the Stock Broker / Member **Name of the Member**
Member of National Stock Exchange of India Ltd vide SEBI Registration Number _____
having its Registered Office at _____

By _____

Signature _____

Title _____

Witness1. _____
(Name & Address of the Witness) (Signature of the Witness)

2. _____
(Name & Address of the Witness) (Signature of the Witness)

Signed for and behalf of the Sub-Broker _____
Recognized by the National Stock Exchange of India Ltd as a Sub-Broker affiliated to the Stock Broker mentioned above vide SEBI Registration Number _____ (*SEBI Registration Number of the Sub-Broker*) having his / its Office at _____

By _____

Signature _____

Title _____

Witness1. _____
(Name & Address of the Witness) (Signature of the Witness)

2. _____

(Name & Address of the Witness)

(Signature of the Witness)

Signed for and behalf of the Client _____
having his / its Address / Office at _____

By _____

Signature **X** _____

Title _____

Witness1. _____

(Name & Address of the Witness)

(Signature of the Witness)

2. _____

(Name & Address of the Witness)

(Signature of the Witness)

The clients are required to note that the clauses in this document are not mandatory as per the SEBI & EXCHANGE guidelines but are binding if the client wants to avail the services of _____ Broking. The clients may revoke or cancel any or all the clauses and in such a situation _____ Broking reserves a right to deny a particular service or cancel / terminate the dealings with the client.

NON-MANDATORY PAGES

The clients are required to note that the clauses in this document are not mandatory as per the SEBI & EXCHANGE guidelines but are binding if the client wants to avail the services of _____ Broking. The clients may revoke or cancel any or all the clauses and in such a situation _____ Broking reserves a right to deny a particular service or cancel / terminate the dealings with the client.

Name of the Member

Date: _____

Dear Sir/Sirs/Madam,

Sub: New Client – Documents/Information Required

We thank you for showing interest for registering yourself as Client with us for trading in Securities / Derivatives / Future & Options on the Stock Exchanges/s.

SEBI Circulars No. SEBI / MIRSD / SE / Cir-10 / 2009 dated 3rd December 2009 and No. SEBI / MIRSD / DPS-1 / Cir-31 / 2004 dated 26th August 2004 have prescribed certain conditions and Uniform Documentary Requirements for registration as a Client for trading on the Stock Exchanges/s. As per these Circulars only the following documents are **Mandatory** for registering a new client.

- (a) Client Registration Form
- (b) Member Client Agreement
- (c) Tripartite Agreement among broker, sub broker and client where ever applicable and
- (d) Risk Disclosure Document for registering as client.

We send herewith a booklet (color white) with an Index page containing Client Registration Form and other documents mentioned above which please complete and return to us.

Further as per SEBI circulars referred to above the following documents are **Non-mandatory** which we are permitted to collect for registering a new client. Please see the booklet (color Blue) Please note that submission of these documents is voluntary and at yours and ours discretion.

[1] Consolidated Letter of Authority

[2] Consent letter for Electronic Contract Note (ECN) and Addendum to the Agreement. The E-mail id (for you) will not be created by the Company. If you (client) are desirous of receiving ECN you will create / provide your own E-mail id to the stock broker.

[3] Special Consent letter with reference to Tripartite Agreement. (Only for clients registered through sub brokers)

You need not execute any of these documents if you do not wish to use/avail this particular facility. In case at future date you decide not to avail any particular facility you can terminate the facility and withdraw the particular document signed and submitted by you by giving written request/notice. On receipt of your written request that document will be cancelled and facility granted by us may be withdrawn.

Copies of all the documents executed by you will be given to you free of charge within 7 days from the date of upload of UCC. We will take client's acknowledgement for receipt of the same.

Please return the documents duly signed and submit with necessary supporting documents for enabling us to register you as our Client.

Thanking you,

Yours faithfully,

Name of the Member

(_____)
Director

The clients are required to note that the clauses in this document are not mandatory as per the SEBI & EXCHANGE guidelines but are binding if the client wants to avail the services of _____ Broking. The clients may revoke or cancel any or all the clauses and in such a situation _____ Broking reserves a right to deny a particular service or cancel / terminate the dealings with the client.

Date _____

To

Name of the Member

Registered office

Dear Sir

Consolidated Letter of Authority

In connection with the CAF submitted to you by me / us, I / we submit this Consolidated Letter of Authority to you acting as our Intermediary to transact in the Equities and / or Derivatives Segment (hereinafter referred to as "the Segments") of The Bombay Stock Exchange Limited and / or National Stock Exchange of India (hereinafter referred to as "the Exchanges")

For Ease of Operations related to Trading in Securities, I / we hereby authorise you as under

- 1 I / We authorise you to enter, modify, delete orders into the Trading System of the Segments of the Exchanges on my / our behalf for which instructions may be given to you through Internet Messenger / SMS / Verbal / Oral / Written / Telephonic Communication
- 2 I / We authorise you not to provide me / us the Order Confirmation / Modification / Cancellation Slips and Trade Confirmation / Modification / Cancellation Slips generated by the Trading System of the Segments of the Exchanges to avoid wastage of Time and unnecessary Paperwork as I am / we are getting necessary information from the Contract Notes issued by you
- 3 I / We authorise you to effect Transfer of Funds available in Accounts, which we maintain with you for different Segments and / or Exchanges, whenever needed without my specific request to meet Funds Dues, Obligations, Margin Shortfalls. etc
- 4 I / We authorise you to maintain my / our Account, both Funds and Securities, with you on an Open, Mutual and Current Running Account basis and request you to consider the Balances in Funds and Securities Account with you for the purpose of Various Margins and / or any other Obligations due to you. In view of the same, I / we authorise you to release the Funds and / or Securities due to me / us upon my / our Specific Request either Written or Oral. I / We agree that the Credit of Funds lying with you on my behalf would not attract any Interest and / or Compensation
- 4a I / We reserve the right to revoke authorization given to you as per paragraph 4 above to maintain Funds and Securities, Mutual and Current Running Account basis.
- 4b This authorization will be renewed and confirmed during month of May every year

5 I / We authorise you to deliver Contract Notes, Bills, Contract Note cum Bills, Debit / Credit Notes, any other Documents, Papers, etc issued by you to me / us or my / our authorized representative on the same day failing which, you may dispatch the same through Ordinary Post, Courier or any other Mode of Delivery as mentioned in the Contract Note at the Address provided by me / us

This Letter of Authority is given by me / us without any Fear, Coercion and Undue Infulence

Signature **X** _____

Signatory Name _____

Title Self / Proprietor / Partner / Director / Karta / Trustee / Authorised Signatory (affix Seal)

Client Name _____

Date _____

Place _____

Witness 1. _____
(Name of the Witness) (Signature of the Witness)

2. _____
(Name of the Witness) (Signature of the Witness)

(To be signed by the client only and NOT by any POA holder)

The clients are required to note that the clauses in this document are not mandatory as per the SEBI & EXCHANGE guidelines but are binding if the client wants to avail the services of _____ Broking. The clients may revoke or cancel any or all the clauses and in such a situation _____ Broking reserves a right to deny a particular service or cancel / terminate the dealings with the client.

From,
Mr. / Mrs. / Ms- M/s

Date: _____

To,
Name of the Member
Registered office

Dear Sirs,

**Re: Special consent letter with reference to the Tripartite Agreement between
Stock Broker, Sub-Broker and Client**

[1] Please refer to the Agreement dated signed by me/us at the time of registering myself/ourselves with your Company as a Client for the purpose of investing / trading in shares and securities / derivatives and F&O segment on Bombay Stock Exchange Limited (BSE) / National Stock Exchange of India Limited (NSE) and the Client Registration Form submitted by me/us along with the requisite documents as proofs.

[2] This Agreement has spelt out in detail responsibilities / obligations and rights and duties of all three parties namely you (Stock Broker - Member of the Exchange), Mr/Ms/ - M/s. _____ (Sub-Broker) and myself / ourselves (Client) to the Agreement. Further the document called "Combined Risk Disclosure Document for Capital Market / Cash Segment and Futures & Options Segment" handed over by you to me/us outlines risks involved in transacting in the Stock Exchanges procedures which I/we have read, understood, and signed. You/your Sub-broker explained to me/us technicalities of dealing in the Stock Exchanges and precautions I/we am/are required to take and the safeguards I/we am/are required to follow. In addition to the Do's and Don'ts prescribed by SEBI / NSE / BSE / NSDL / CDSL, I/we am/are required to follow procedures, practices and implement the following Do's and Don'ts while buying or selling and / or dealing in securities through the Sub-Broker.

[3] I/we agree and will make payments by A/c Payee cheques drawn in your name namely **Name of the Member** and receive amounts due from you by A/c Payee cheques which I/we shall deposit in the Bank Account advised by me/us to you in my/our KYC form. At present main brokers are required to make payments after two days from the dates of transactions and if I/we do not receive your payment in time, I/we shall bring the matter to your attention immediately. In case I/we fail to do and fail to act as stated above you shall not be responsible for such payment or any loss suffered by me. I/we agree to ensure that I receive contract notes cum bills in respect of transactions done by me through your Sub-Broker in time and inform you of discrepancy, if any, within 24hours from the time of execution of trades done in my/our name / code.

[4] I/we shall deliver shares sold by me/us on the same day or on the following day from my/our demat account only and receive shares in my/our demat account only against my/our purchases within 2 days from the date of the transaction/s. In respect of my/our purchases of shares I/we shall regularly check and ensure that shares are credited in my/our demat account within time mentioned above and in case my/our account is not credited I/we shall report the matter to you immediately. In case I/we fail to act as stated above you shall not be responsible for any loss suffered by me/us.

[5] All my/our transactions are to be done through you and if instructions are given through the Sub Broker or any Authorized Person I/we will ensure that I/we have received money / shares as the case may be within prescribed time limit. In case I/we fail to act as stated above you will not be responsible for any loss suffered by me / us.

[6] Please note that if I/we handover shares or money to your Sub broker which is not relating to or not with reference to the transaction/s done through you then I/we understand that such a transaction/s or dealing will be solely at my/our risk, cost and consequences. If I/we deal with Sub-Broker by undertaking off-market transaction/s and or to/fro off-market exchange of shares, you will not be liable in any manner whatsoever. In case by doing so if I/we suffer any loss you will not be responsible in any way / manner for my/our such acts.

[7] I understand, agree, admit and confirm that no Claim for shares can lie against you without underlying purchase/s trade through you on the trading system of exchanges. Further no Claim for shares can lie against you for shares on the basis of demat slips issued by the Sub-broker for transfer of shares from his demat account which are subsequently not honored by the Sub-Broker. I/We clearly understand that my/our claim of shares and/or money not based on any underlying transaction on the trading system of the exchanges but for which payments have been made to the Sub-Broker, then liability, if any, will be that of mine/ours and not yours (stock broker-member of the Exchange).

[8] Claim of sale proceeds in respect of shares delivered to the Sub-Broker's demat account without underlying trades on the trading system of exchanges and shares transferred to the Sub-Broker in any manner and for whatever purpose without underlying trade on the trading system of exchanges shall lie only against the Sub-Broker and liability, if any, will be that of mine/ours only.

[9] I/we agree, admit and confirm that any action on my/our part which is not in conformity with the above special consent will not bind you and you shall at all times remain absolved of any liability civil and/or criminal and I/we alone will be responsible for ever.

[10] I/we confirm that I/we have read this letter thoroughly, understood the contents and I/we agreed with it and have signed this willingly and voluntarily.

Thanking you,

Yours faithfully,

I confirm having read the above and agree with the Client

Sub Broker

Date

Received letter dated

From

For **Name of the Member**

The Parties to the Agreement have appended the above Clause as on _____
at Mumbai.

×

Signed for and behalf of the Stock Broker Name of the Member		
	Name	Signature
		For _____ Name of the Member (Director)
Witness		

Signed by the Client		
	Name	Signature
Client		
Witness		

×

The clients are required to note that the clauses in this document are not mandatory as per the SEBI & EXCHANGE guidelines but are binding if the client wants to avail the services of _____ Broking. The clients may revoke or cancel any or all the clauses and in such a situation _____ Broking reserves a right to deny a particular service or cancel / terminate the dealings with the client.

Name of the Member

Registered office, Tel No. E- Mail ID

The clients are hereby informed/intimated that we are doing Trading in Proprietary account in addition to Clientele Business.

(Disclosure made in pursuance of SEBI Circular No SEBI/MRD/SE/Cir-42/2003 dated 19th November 2004)

Membership Details

Exchange	Segment	Clearing No	SEBI Registration No
The Bombay Stock Exchange Limited (BSE)	Equities		
	Derivatives		
National Stock Exchange of India Limited (NSE)	Equities		
	Future & Options		

Exchange & Segment Selection (select the Exchange and Segment where you wish to Trade)

<u>Exchange / Segment</u>	<u>Equities</u>	<u>Derivatives</u>
<u>The Bombay Stock Exchange Limited</u>	<u>Yes / No</u>	<u>Yes / No</u>
<u>National Stock Exchange of India Limited</u>	<u>Yes / No</u>	<u>Yes / No</u>

For Office Use only

In Person Verification Details

<u>Done By</u>	<u>Designation</u>	<u>Date</u>	<u>Place</u>	<u>Sign</u>

Form Details

For **Name of the Member**

	Name	Date	Signature of employee
Received By			
Checked By			
Opened By			
UCC Upload By			
Remarks			

Internal / Inward Reference No	Inward Date
Original Documents & CAF verified by	CAF approved / authorised by
SB Code, if any	SB Rate, if any

Trading Brokerage: Higher of _____ % or Rs _____				Delivery Brokerage: Higher of _____ % or Rs _____			
One Side Brok	Y / N	Trxn Charges	Y / N	Stamp Duty	Y / N	ST & STT	Y / N

The clients are required to note that the clauses in this document are not mandatory as per the SEBI & EXCHANGE guidelines but are binding if the client wants to avail the services of _____ Broking. The clients may revoke or cancel any or all the clauses and in such a situation _____ Broking reserves a right to deny a particular service or cancel / terminate the dealings with the client.

WELCOME LETTER

To,

Dear Sir / Madam,

Re : New Account Opening

We welcome you and thank you for opening/maintaining your account with us for the purpose of dealing in shares as under

Exchange and Segment	Equities – Cash / Capital Market	F & O / Derivatives
Bombay Stock Exchange Limited(BSE)	Yes / No	Yes / No
National Stock Exchange of India Limited (NSE)	Yes / No	Yes / No

Please quote your following Dealing Client ID while placing order in trading terminal and following Back Office Client ID for all your future correspondence with us.

Dealing Client ID	
Back Office Client ID	

Your Client Master details are reproduced in Annexure "A" . In case of any discrepancy, please make necessary corrections therein and send back to us for necessary updation at our end.

Also, find here with copy of Duly Executed Agreement along with KYC and RDD.

Please acknowledge the receipt of the documents mentioned above by confirming on the enclosed copy of this letter and returning to us.

Further for your information we list below certain practice/procedure that will be followed by us.

[1] In case of Running Account the actual settlement of funds and securities will be done by the Company (the broker) at least once in a calendar quarter or month depending on the preference you (the client) have indicated in your KYC Form. While settling the account, we will send you a "Statement of Accounts" containing an extract from your ledger for funds and an extract from the register of securities displaying all receipts / deliveries of funds / securities. The statement shall also explain the retention of funds / securities and the details of the pledge if any.

[2] You will bring any dispute arising from the statement of account or settlement so made to the notice of the Company (broker) preferably within 30 working days from the date of receipt of funds / securities or statement, as the case may be.

[3] Such periodic settlement of running account will not be necessary

(i) for clients availing margin trading facility as per SEBI circular
(ii) for funds received from the clients towards collaterals / margin in the form of bank
guarantee (BG) / Fixed Deposit receipts (FDR)

[4] The Company (Stock Broker) shall transfer the funds / securities lying in the credit of the client Account within one working day of the request if the same are lying with the Company.

[5] There shall be no inter-client adjustments for the purpose of settlement of the running account.

[6] Term of the Agreement referred to above are as prescribed by SEBI. If any changes are to be done it will be done with your consent after giving you notice of 15 days.

[7] If your account is not operated during previous financial year it may be classified as **“Inactive”**

[8] As on 31st March of every year, a statement of balance of Funds and Securities in hard form duly signed by the Authorized Person will be sent to you.

In case you require any further information / clarification please let us know.

We assure you of our best attention and services at all times.

Thanking you,

Yours faithfully,

For _____ Name of the Member

(_____)
Director