

Refer a Friend & Win Exciting Prizes* every month



First **5** winners
get **Nokia E50** phone and
6 months free subscription
to ShareMobile

Next **10** winners
get **6 months** subscription
to Sharekhan Valueline



S.No	Name	Contact No.	City
1			
2			
3			
4			
5			

How did you find about Sharekhan?

[Please mention only one that best describes it]

The Internet [For eg: Sharekhan.com, Rediff.com, Google]

Television [For eg: CNBC, NDTV Profit, CNBC Awaaz]

Newspaper [For eg: Times of India, Economic Times, Hindustan Times]

Other Sources [For eg: Events, Road Shows, Exhibitions, Fairs]

Entries with 3 names and above will qualify for draw of lots.

- ★ The first 5 winners will receive a Nokia E50 phone and 6 months free subscription to ShareMobile
- ★ Next 10 winners will get 6 months subscription to Sharekhan Valueline



For assistance

DIAL TOLL-FREE
1-800-22-7500
39707500 (Local Call Charge)
022-67482000 (If You Are In Mumbai)

NRI - CLIENT REGISTRATION FORM INDIVIDUAL - BRANCH

No.:

Client Code

Outlet Name

Code

Employee Name

Code

Remisier Name

Code

Serviced By

GRP Code

GRP Name

RM Code

RM Admin Mapping

Dealer Code

First Step ☐

AMC Account ☐

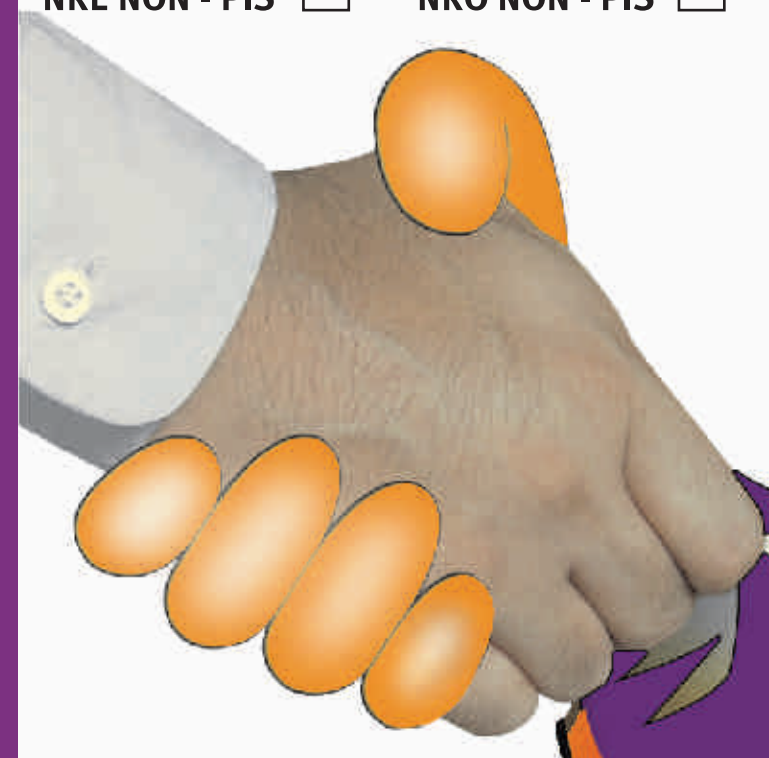
(To be filled up at HO)

NRE - PIS ☐

NRO - PIS ☐

NRE NON - PIS ☐

NRO NON - PIS ☐



JOIN US FOR A CONVENIENT & VALUABLE INVESTING EXPERIENCE!

VERSION 5.1











Documents to be provided 1 Passport copies 2 Visa /Resident card/Work permit/OCI/PIO card 3 PAN card copies	Sharekhan Yes Yes Yes	HDFC Bank Yes Yes Yes	Axis Bank Yes Yes Yes
Overseas address Proof 1 Passport 2 Resident card/OCI card/PIO card 3 Utility Bill - Latest not more than 2 months old 4 Driving Licence(With validity page) 5 Original Bank Statement+ cancelled cheque leaf 6 OR Copy of Bank statement duly attested by authorised signatory name and signature with banker stamp+ cancelled cheque leaf(Latest)	Any one of the below docs Yes Yes Yes Yes Yes Yes	Any two of below docs Yes Yes Yes Yes Yes	Any one of below docs Yes Yes Yes Yes Yes
Indian Address Proof(Compulsory for NRO a/c) 1 Passport 2 Voter's ID having address 3 Utility Bill - Latest not more than 2 months old 4 Leave License/purchase agreement 5 Original Bank Statement+cancelled cheque leaf 6 OR Copy of Bank statement duly attested by authorised signatory of bank with banker stamp+cancelled cheque leaf(Latest) 7 Bank Passbook copy(with one page of transactions) Photographs Cheques (Rs.1000OR USD25 NA to Sharekhan PMS clients)	Any one of the below docs Yes Yes Yes Yes Yes Yes Yes 2-sign across Rs.1000 in favor of "Sharekhan Ltd" OR USD25	Any one of the below docs Yes Yes Yes Yes Yes Yes Yes 2-sign across(NRE) 2-sign across(NRO) Rs.15000 in favor of "HDFC Bank Ltd-Client Name" OR USD300	Any one of below docs Yes Yes Yes Yes Yes Yes Yes 2-sign across(NRE) 2-sign across(NRO) Rs.15000 in favor of "Axis Bank Ltd-Client Name" OR USD300
Note: For NRE account cheque should be given from Existing NRE A/c or overseas bank a/c For NRO account cheque should be given from existing NRO/Resident Bank account/overseas Bank account			
Note: 1. You need to provide two sets of proofs(self attested):One for Sharekhan and one for respective Bank. 2. One set of proofs should be duly attested by overseas Banker/Notary/Indian Embassy/Consulate general +by self when client is not visiting the Sharekhan branch. 3. Another set of proofs should be self attested for bank account opening 4. For NRE account cheque should be given from Existing NRE A/c or overseas bank a/c 5. For NRO account cheque should be given from existing NRO/Resident Bank account/overseas Bank account			

- Notes:
- Please fill up the form in CAPITAL LETTERS.
 - No white Ink to be used on form. Any overwriting or deletion should be Counter signed by the client.
 - Please ensure that signature is obtained on all the locations specified on the KYC.
 - Please write your name as it appears on PAN card.
 - Specify the addresses along with city, state & Pin code as it appears in the proofs.
 - Please paste your latest passport sized colored photograph in the space provided & sign across it. (Ensure that the photograph is not in a side pose)
 - Details like name of the branch, name of the client & address and other details of the client required to be mentioned in the form and Agreement.
 - Name, Address & signature of the both the witnesses are compulsory. The witness could be any person known to the client in whose presence the client affixes his signature.
 - Please note that if the signature on the form & the proof provided differs, the form will be liable for rejection. In such cases the client has to get his signatures verified by the banker.
 - Please note that trading account can not be opened in the name of a minor.
 - Identity and residence proof of a second and Third Holders are required as per NSDL guidelines.
 - PAN proof of co-holders in demat account is mandatory.
 - Trading account shall be opened in the name of 1st holder only.
 - Nomination if made, details are to be entered clearly of the nominee and the guardian(In case nominee is minor)
 - In case, you do not have existing HDFC Bank Account, you need to fill up two Bank Account opening forms for saving & portfolio Investment scheme.
 - In case of Individual demat A/c. holder nominee should be provided.

Account Opening fee: Rs. 1,000/- or 25\$. Fee should be paid through cheque / DD in favour of "Sharekhan Ltd."

IMPORTANT NOTE

-  Signature of the Client
-  Signature of the Witness
-  Initials of Client
-  Signature of Second Holder
-  Signature of the Broker/DP/Any other (s)
-  Initials of Second Holder
-  Signature of the Third Holder
-  Initials of Third Holder

FOR OFFICE USE ONLY

CUSTOMER ID		DP CLIENT ID	
CLIENT CODE/S2K ID		APPROVED BY	
		DATE	

NOTE : IF ANY INFORMATION REQUIRED TO BE GIVEN DOES NOT FIT IN THE FORM, AN ANNEXURE MAY BE USED.

FOR OFFICE USE ONLY

TYPE OF ACCOUNT:	<input type="checkbox"/> CLASSIC	<input type="checkbox"/> TRADE TIGER	<input type="checkbox"/> DIALNTRADE
NAME OF THE EXECUTIVE:		EXECUTIVE CODE:	
NAME OF THE MANAGER:		MANAGER CODE:	
CHANNEL:		CITY:	LEAD SOURCE:
RM MAPPING:			
MARGIN (INR):		ACCOUNT OPENING CHARGES:	
CHECKED BY -			
NAME:			
SIGNATURE:			
IN CASE OF WAIVER OF ACCOUNT OPENING FEE			
Recomended Exposure:-	<input type="checkbox"/> 4x	<input type="checkbox"/> 5x	<input type="checkbox"/> 6X
	<input type="checkbox"/> 7x	<input type="checkbox"/> 8x	

Approved by	
Name	
Designation	
Signature with Stamp	

BRANCH STAMP & DATE

H O STAMP & DATE

NOTES

INDIVIDUAL CLIENT REGISTRATION FORM



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www.sharekhan.com

☐ ONLINE ☐ OFFLINE

Dear Customer,

Our account-opening form conforms to all the rules laid down by the SEBI, NSE & BSE for investor protection, which is why the form contains multiple sections and requires multiple signatures. Our executive may assist you in filling up the form, by entering some of the routine information provided you and guiding you wherever you need assistance.

Thank you for your co-operation!

Team Sharekhan

Address of head office : A-206, Phoenix House, Pheonix Mill Compound, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013. Telephone No. 6748 2000 Fax No. 2498 2626

Processing Office. : G-2, Salzburg Square, 107-Harrington Road, Chetpet, Chennai - 600031. Tel.: 044 - 28362900 / 28363160 Fax : 044 - 28204700

	BSE	NSE
CASH SEGMENT	Sharekhan Limited SEBI regn Number – INB 011073351 (herein after referred to as Sharekhan)	Sharekhan Limited SEBI Regn Number-INB231073330 (hereinafter referred as Sharekhan)
F&O SEGMENT	Trading Member - Sharekhan Limited SEBI regn Number – INF 011073351	Trading member Sharekhan Limited SEBI Regn No. - INF231073330
	Clearing Member – Sharekhan Limited SEBI regn Number – INF011073351	Clearing Member - Sharekhan Limited SEBI Regn No - INF231073330

Photograph

(1)

Sign
across

I/We request you (Sharekhan) to register me/us as your client and enable me/us to trade in the Derivatives and Cash Segment of Bombay Stock Exchange Ltd. And National Stock Exchange of India Ltd. pursuant to the Agreement entered into with you. I/We have read the Rules, Bye-laws and Regulations of the Derivatives Segment as well as the Cash Segment of the above exchanges and agree to abide by them. In this regard, I/we give the following information:

Client Information

(BSE/NSE) - CASH/DERIVATIVES-NSDI

NAME OF THE CLIENT:

PAN NUMBER (Compulsory)

DATE OF BIRTH: SEX: ☐ MALE ☐ FEMALE MARITAL STATUS: ☐ SINGLE ☐ MARRIED

NAME OF FATHER/HUSBAND:

SMS FACILITY YES ☐ NO ☐

PREFERRED USER ID1: ID 2: ID 3:

FOREIGN ADDRESS: ☐ CORRESPONDENCE ADDRESS

CITY: PIN CODE:

LAND MARK

STATE: COUNTRY

NATIONALITY: TEL.:

MOB.: FAX:

EMAIL ID:

INDIAN ADDRESS:

CITY: PIN CODE:

LAND MARK

STATE: COUNTRY

NATIONALITY: TEL.:

MOB.: FAX:

RESIDENTIAL STATUS: NRI ☐ PIO ☐ FOREIGN NATIONAL ☐

NATIONALITY (In case of foreign national) :

- ☐ Banker's Letter
- ☐ Driving Licence
- ☐ Passport
- ☐ Telephone Bill
- ☐ Electricity Bill
- ☐ Leave License
- ☐ Purchase Agreement
- ☐ Bank Passbook
- ☐ Latest Bank statement

☐ CORRESPONDENCE ADDRESS

- ☐ Voter ID
- ☐ Driving Licence
- ☐ Passport
- ☐ Ration Card
- ☐ Telephone Bill
- ☐ Electricity Bill
- ☐ Leave License
- ☐ Purchase Agreement
- ☐ Bank Passbook
- ☐ Latest Bank statement

NOTE : In Case Correspondence address is not selected, Indian Address will be considered as Correspondence address. Indian address will be checked for authenticity as per our compliance norms.

Occupation Details

☐ EMPLOYED ☐ PRIVATE SECTOR EMPLOYMENT ☐ PUBLIC SECTOR / GOVT. EMPLOYEE

OCCUPATION : ☐ SELF EMPLOYED ☐ BUSINESS ☐ PROFESSIONAL ☐ HOUSE- WIFE

☐ AGRICULTURIST ☐ RETIRED ☐ STUDENT ☐ UNEMPLOYED

OTHERS (Please Specify)

DETAIL IN CASE (EMPLOYED/SELF EMPLOYED/BUSINESS/PROFESSIONAL)

NAME OF THE EMPLOYER/ESTABLISHMENT:

OFFICE ADDRESS:

CITY:

PIN CODE: STATE: COUNTRY:

TELEPHONE No.: STD CODE MOBILE: FAX STD CODE

WEBSITE:

EMAIL ID:

SPOUSE DETAILS

SPOUSE NAME

OCCUPATION DETAILS:

☐ PRIVATE SECTOR EMPLOYMENT ☐ PUBLIC SECTOR / GOVT. EMPLOYEE ☐ BUSINESS ☐ PROFESSIONAL ☐ AGRICULTURIST

☐ RETIRED ☐ HOUSEWIFE ☐ STUDENT ☐ UNEMPLOYED ☐ OTHERS (Please Specify)

NAME OF THE EMPLOYER/ESTABLISHMENT:

OFFICE ADDRESS:

CITY:

PIN CODE: STATE: COUNTRY:

TELEPHONE No.: STD CODE MOBILE: FAX STD CODE

WEBSITE:

EMAIL ID:

ANNUAL INCOME :

☐ BELOW 1 LAC ☐ BETWEEN 1 TO 5 LACS ☐ BETWEEN 5 TO 10 LACS ☐ BETWEEN 10 TO 25 LACS ☐ BETWEEN 25 TO 35 LACS

☐ BETWEEN 35 TO 45 LACS ☐ BETWEEN 45 TO 55 LACS ☐ BETWEEN 55 TO 75 LACS ☐ BETWEEN 75 TO 100 LACS

Investment/Trading Experience & Preference

☐ NO PRIOR INVESTMENT EXPERIENCE YEARS IN EQUITIES YEARS IN DERIVATIVES YEARS IN OTHER INVESTMENT RELATED FILED

STOCK EXCHANGES ON WHICH YOU WISH TO TRADE: ☐ BSE ☐ NSE

MARKET SEGMENTS IN WHICH YOU WISH TO TRADE ☐ CAPITAL MARKET/CASH SEGMENT

Incase of previous Investments, kindly give details in form of Annexure II & III in RBI Application.

WHETHER REGISTERED WITH ANY OTHER BROKER-MEMBER (IF REGISTERED WITH MULTIPLE MEMBERS, PROVIDE ALL DETAILS)

NAME OF BROKER: NAME OF EXCHANGE: CLIENT CODE NO.:

Whether Employee / Agent / Approved user / Authorised Person / Sub Broker of any other *Trading/Clearing Member:

☐ Yes Name of Member (Pls provide consent letter from such Trading/Clearing member)

☐ No

*Member in equity or commodity Exchange/s

Whether Broker of any Exchange

☐ Yes Name of Exchange/s (Pls provide consent letter from such Exchange/s)

☐ No

Whether Declared Defaulter/debarred/suspended By SEBI/FMC/RBI/ANY

Other Recognized Stock Exchange/recognized Commodity Exchange:

☐ YES ☐ NO

DETAILS OF ANY ACTION TAKEN BY SEBI/STOCK EXCHANGE/ANY OTHER AUTHORITY FOR VIOLATION OF SECURITIES LAW/
OTHER ECONOMIC OFFENCES (INCLUDING ACTION TAKEN AGAINST RELATIVES / ASSOCIATES)

Bank Account Details

ACCOUNT TYPE : ☐ NRE ☐ NRO

NRE SAVING BANK A/C NO:

NRE PIS BANK A/C NO:

RBI REFERENCE NUMBER:

BANK NAME:

BRANCH NAME AND ADDRESS:

MICR NO:

NRO SAVING BANK A/C NO:

NRO PIS BANK ACCOUNT NUMBER:

RBI REFERENCE NUMBER:

BANK NAME:

BRANCH NAME AND ADDRESS:

MICR NUMBER:

Financial Details

ANNUAL INCOME RANGE (INR):

☐ BELOW 1 LAC ☐ BETWEEN 1 TO 5 LACS ☐ BETWEEN 5 TO 10 LACS ☐ BETWEEN 10 TO 25 LACS ☐ BETWEEN 25 TO 35 LACS
☐ BETWEEN 35 TO 45 LACS ☐ BETWEEN 45 TO 55 LACS ☐ BETWEEN 55 TO 75 LACS ☐ BETWEEN 75 TO 100 LACS

References

INTRODUCTION: INTRODUCED BY ANOTHER CONSTITUENT / DIRECTOR OR EMPLOYEE OF TRADING MEMBER / ANY OTHER PERSON (PLEASE SPECIFY)

NAME OF THE INTRODUCER:

SIGNATURE:  _____ MAPIN UID NO. OF INTRODUCER, IF ANY:

NAME AND DESIGNATION OF THE EMPLOYEE WHO INTERVIEWED THE CLIENT:

(NAME) (DESIGNATION)

SIGNATURE OF THE EMPLOYEE:  _____

Depository Account Details

1. DEPOSITORY PARTICIPANT NAME
(THROUGH WHICH TRANSACTIONS WILL GENERALLY BE ROUTED.)

APPLIED WITH SHAREKHAN LIMITED ALONG WITH THIS FORM.

DP ID NO.:

BO ACCOUNT NUMBER:

2. DEPOSITORY PARTICIPANT NAME

DP ID NO:

BO ACCOUNT NUMBER

CONTRACT NOTE: Physical ☐* Digital ☐

★ Separate Brokerage & charges apply for Physical Contract note, refer Annexure "A" for the Details.

(If Physical is marked above & initials are affixed point 6 of page 28 shall not be applicable.)

Brokerage Structure

CASH MARKET BROKERAGE		
A TRADING ACCOUNT	%	MINIMUM PAISA PER SHARE
1 FIRST LEG		
2 SECOND LEG (SAME DAY SQ. OFF)		
B Delivery Brokerage		

Statutory cost will be charged as per Exchange / Regulatory Authorities

☐ web default brokerage

Derivatives Segment	Futures Segment	Options Segment
	(percentage)	(percentage)
First Leg		
Same Day square Off		
Next day square off		

Minimum Brokerage will be 1 paisa per share applicable for futures and options trading

☐ web default brokerage

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 and you shall have the right to cancel my registration and the Exchange shall have the right to debar me/us from doing business both in the Derivatives & Cash Segments of the Exchanges. Further I hereby confirm that I have abided by the FEMA regulations and also confirm that I shall continue to abide by the FEMA regulations.

Date:

2) 

1) (i)

Place:

(Signature of the individual constituent)

Initials

FOR OFFICE PURPOSES:

[illegible]

(TO BE INSERTED BY THE BROKERAGE FIRM)

DEPOSITORY PARTICIPANT ACCOUNT DETAILS

A-206, Phoenix House, Phoenix Mill Compound, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013.
Telephone No. 2498 2000 Fax No. 2498 2626
DP ID : IN 300513



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CLIENT-ID (TO BE FILLED BY D.P) _____

I/WE REQUEST YOU TO OPEN A DEPOSITORY ACCOUNT IN MY/OUR NAME AS PER THE FOLLOWING DETAILS (PLEASE FILL ALL THE DETAILS IN CAPITAL LETTERS ONLY)

☐ NRE

FIRST HOLDER NAME & ADDRESS: AS PROVIDED HEREIN BEFORE

Second Holder Details

NAME: _____

DATE OF BIRTH: _____ NATIONALITY : NRI ☐ RI ☐ PIO ☐ SMS FACILITY YES ☐ NO ☐
d d m m y y y y

NAME OF FATHER/HUSBAND: _____

ADDRESS: _____

CITY: _____ PIN CODE: _____

_____ COUNTRY: _____

TEL.(R): _____ MOB.: _____ FAX: _____
ISD CODE STD CODE ISD CODE ISD CODE STD CODE

OCCUPATION: _____ PAN NO: _____

EMAIL ID : _____

Third Holder Details

NAME: _____

DATE OF BIRTH: _____ NATIONALITY : NRI ☐ RI ☐ PIO ☐ SMS FACILITY YES ☐ NO ☐
d d m m y y y y

NAME OF FATHER/HUSBAND: _____

ADDRESS: _____

CITY: _____ PIN CODE: _____

STATE _____ COUNTRY: _____

TEL.(R): _____ MOB.: _____ FAX: _____
ISD CODE STD CODE ISD CODE ISD CODE STD CODE

OCCUPATION: _____ PAN NO. _____

EMAIL ID: _____

FOREIGN ADDRESS: _____

RBI REFERENCE NO. _____

RBI APPROVAL DATE: _____
d d m m y y y y

STANDING INSTRUCTIONS

I / WE AUTHORISE YOU TO RECEIVE CREDITS AUTOMATICALLY INTO MY/OUR ACCOUNT.



YES



NO

ACCOUNT TO BE OPERATED THROUGH POWER OF ATTORNEY (POA)



YES



NO

DECLARATION

The rules and regulations of the depository and depository participants pertaining to an account which are in force now have been read by me/us and i/we have understood the same and i/we agree to abide by and to be bound by the rules as are in force from time to time for such accounts. I/we also declare that the particulars given by me/us are true to the best of my/our knowledge as on the date of making such application. I/we further agree that any false / misleading information given by me or suppression of any material fact will render my account liable for termination and further action.

Please attach recent passport size photographs in the space provided below:

	Sole/First Holder	Second Holder	Third Holder
	<div>Photograph</div> <div>(3) </div> <div>Sign across</div>	<div>Photograph</div> <div>(1) </div> <div>Sign across</div>	<div>Photograph</div> <div>(1) </div> <div>Sign across</div>
		Name(s) of holder(s)	Signature(s)
Sole/First Holder			4)
Second Holder			2)
Third Holder			2)

Introduction

By the applicant's bank or an existing account holder of **Sharekhan Limited.**
I confirm the identity and address of the applicant(s)

NSDL - IN 300513
CDSL - 12036000

Name:

Client Id:

NSE Broker Name :

BSE Broker Name:

IN-PERSON VERIFICATION

SHAREKHAN LTD.		NSDL-DP ID-IN300513 BSE-INB/INF 011073351 NSE-INB/INF 231073330
This is to certify that I have carried out in-person verification in respect of the client(s) mentioned in the KYC forms submitted for opening of demat trading account		
Name of the Staff : _____		Staff Code: _____
Branch / Authorised Service Center : _____		
Signature of the staff: _____		
Date : _____ Place : _____		
Signature of the applicant (Signed in the presence of Sharekhan staff member): _____		
1) _____	2) _____	3) _____

Nomination

[Strike out what is not applicable.]

- ☐ I/We do not wish to nominate any one for this demat account.
- ☐ I/We wish to make a nomination and do hereby nominate the following person in whom all rights and / or amount payable in respect of securities held in the Depository by me / us in the said beneficiary owner account shall vest in the event of my / our death.

NAME OF THE NOMINEE

RELATIONSHIP WITH THE APPLICANT (IF ANY)

ADDRESS OF NOMINEE

CITY: PIN CODE:

STATE: DATE OF BIRTH (IN CASE OF MINOR)

d d m m y y y y

THE NOMINEE IS A MINOR, WHOSE GUARDIAN IS

ADDRESS OF GUARDIAN

CITY: PIN CODE:

STATE: COUNTRY:



SIGNATURE OF GUARDIAN

NAME AND ADDRESS OF WITNESS

1)

SIGNATURE OF WITNESS

2)

Photograph
of Nominee
Signature of
Nominee across
Photograph

Photograph of
Guardian
(in case of minor)
Signature of
Guardian across
Photograph

(TO BE SIGNED BY THE APPLICANT ONLY IN CASE OF NOMINATION)

SIGNATURE OF WITNESS

5)

FIRST HOLDER

3)

SECOND HOLDER

Notes :

- All communication shall be sent at the address of the Sole/First holder only.
- Thumb impressions and signatures other than English or Hindi or any of the other language not contained in the 8th Schedule of the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate.
- As per NDSL Circular No. NSDL/PI/2004/1622 dated September 7, 2004 pursuant to SEBI Circular No. MRD/DoP/Dep/Cir-29/2004 dated August 24, 2004 a copy of any one of the following documents may be accepted as proof of identity / proof of address (local/correspondence/foreign address as the case may be):
Proof of Identity: Passport, Voter ID Card, Driving license, PAN card with photograph, MAPIN card, Identity card/document with applicant's Photo, issued by a) Central/State Government and its Departments, b) Statutory/Regulatory Authorities, c) Public Sector Undertakings d) Scheduled Commercial Banks, e) Public Financial Institutions, f) Colleges affiliated to universities; and g) Professional Bodies such as ICAI, ICWAI, Bar Council etc., To their Members.
Proof of Address: Ration card, Passport, Voter ID card, Driving license, Bank passbook, verified copies of Electricity bills (not more than two months old)/Residence Telephone bills (not more than two months old)/ Leave and License agreement / Agreement for sale, Self-declaration by High Court & Supreme Court Judges, giving the new address in respect of their own accounts, Identity card/document with address, issued by a) Central/State Government and its Departments. B) Statutory/Regulatory Authorities, c) Public Sector Undertakings, d) Scheduled Commercial Banks, e) Public Financial Institutions f) Colleges affiliated to universities; and g) Professional Bodies such as ICAI, ICWAI, Bar Council etc., To their Members.
Participants must verify the copy of the document with the original.
- Instructions related to nomination, are as below:
 - The nomination can be made only by individuals holding beneficiary owner accounts on their own behalf singly or jointly. Non-individuals including society, trust, body corporate, partnership firm, karta of Hindu Undivided Family holder of power of attorney cannot nominate. If the account is held joint holders will sign the nomination form.
 - A minor can be nominated. In that event, the name and address of the Guardian of the minor nominee shall be provided by the beneficial owner.
 - The nominee shall not be a trust, society, body corporate, partnership firm, karta of Hindu Undivided Family or a power of Attorney holder . A non-resident Indian can be a nominee, subject to the exchange controls in force, from time to time.
 - Nomination in respect of the beneficiary owner account stands rescinded upon closure of the beneficiary owner account Similarly, the nomination in respect of the securities shall stand terminated upon transfer of the securities.
 - Transfer of securities in favour of a Nominee shall be valid discharge by the depository against the legal heir.
 - The cancellation of nomination can be made by individuals only holding beneficiary owner accounts on their own behalf singly or jointly by the same persons who made the original nomination Non-individual including society, trust, body the beneficiary owner account is held jointly, all joint holders will sign the cancellation form.
 - On cancellation of the nomination, the nomination shall stand rescinded and the depository shall not be under any obligation to transfer the securities in favour of the Nominee.
- Strike off whichever is not applicable.

AGREEMENT BETWEEN THE DEPOSITORY PARTICIPANT AND THE PERSON SEEKING TO OPEN AN ACCOUNT WITH THE DEPOSITORY PARTICIPANT

The Agreement made and entered into this _____ day of _____ between _____

2) (i) ^{1.} _____ having address at _____

(1) ^{2.} _____ having address at _____

(1) ^{3.} _____ having address at _____

(here in after individually/ collectively called "the Client") and Sharekhan Limited having its registered office at A-206, 2nd Floor, Phonix House, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400 013. and Processing office at G-2, Salzburg Square, 107-Harrington Road, Chetpet, Chennai - 600031.

(hereafter called "the Depository Participant").

WITNESSETH

WHEREAS the Client has furnished to the Depository Participant the duly filed in application form requesting therein to open an account with the Depository Participant.

NOW THEREFORE in consideration of the Depository Participant having agreed to open an account for the Client, both the parties to the agreement hereby covenant and agree as follows :-

- 1) The Client shall pay such charges to the Depository Participant for the purpose of opening and maintaining his account, for carrying out the instructions of the Client and for rendering such other services as may be agreed to from time to time between the Depository Participant and the Client as set out in Schedule A. The Depository Participant shall reserve the right to revise the charges by giving not less than thirty days notice in writing to the Client.
- 2) The Client shall have the right to get the securities which have been admitted on the Depository dematerialised in the form and manner laid down under the Bye Laws and Business Rules. The Depository Participant further undertakes that it shall not create or permit to subsist any mortgage, charge or other encumbrance over all or any of such securities submitted for dematerialisation except on the instructions of the Client.
- 3) The Depository Participant hereby undertakes that it shall maintain a separate account of its own securities held in dematerialised form with the Depository and shall not commingle the same with the securities held in dematerialised form on behalf of the Client.
- 4) The Depository Participant undertakes that a transfer to and from the accounts of the Client shall be made only on the basis of an order, instruction, direction or mandate duly authorised by the Client and that the Depository Participant shall maintain adequate audit trail of such authorization.
- 5) The Depository Participant agrees that the Client may give standing instructions with regard to the crediting of securities in his account and the Depository Participant shall act according to such instructions.
- 6) The Depository Participant undertakes to provide a transaction statement including statement of accounts, if any, to the Client at monthly intervals unless the Depository Participant and the Client have agreed for provision of such statements at shorter intervals. However, if there is no transaction in the account, then the Depository Participant shall provide such statement to the Client at least once a quarter.
- 7) The Depository Participant shall have the right to terminate this agreement, for any reasons whatsoever, provided the Depository Participant has given a notice in writing of not less than thirty days to the Client as well as to the Depository. Similarly, the Client shall have the right to terminate this agreement and close his account held with the Depository Participant, provided no charges are payable by him to the Depository Participant. In such an event, the Client shall specify whether the balances in its account should be transferred to another account of the Client held with another Depository Participant or to rematerialise the security balances held. Based on the instructions of the Client, the Depository Participant shall initiate the procedure for transferring such security balances or rematerialise such security balances within a period of thirty days, as per the procedure laid down in the Bye Laws and Business Rules. Provided further, termination of this agreement shall not affect the rights, liabilities and obligations of

either party and shall continue to bind the parties to their satisfactory completion

- 8) On the failure of the Client to pay the charges as laid out in clause (1) of this agreement within a period of thirty days from the date of demand Depository Participant shall terminate this agreement and close the account of the Client by requiring it to specify whether the balances in its account be transferred to the account of the Client held with another Participant or be rematerialised in the manner specified in the Bye laws and Business rules.
- 9) The Client further agrees that in the event of the Client committing a default in the payment of any of the amounts provided in clause (1) within a period of thirty days from the date of demand, without prejudice to the right of the Depository Participant to close the account of the Client, the Depository Participant may charge interest @ not more than 24% p.a. or such other rate as may be specified by the Executive Committee from time to time for the period of such default. In case the Client has failed to make the payment of any of the amounts as provided in clause (1) of this agreement, the Depository Participant shall have the right to discontinue the Depository services till such time he makes the payment along with interest, if any, after giving two days notice to the Client.
- 10) The Depository Participant shall have a right to provide such information related to the Client's account as may be requested by the National Securities Depository Limited from time to time.
- 11) The Client shall have the right to create a pledge of the securities held in the dematerialised form with the Depository Participant only in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules.
- 12) The Depository shall not be liable to the Client in any manner towards losses, liabilities and expenses arising from the claims of third parties and from taxes and other governmental charges in respect of securities credited to the Client's account.
- 13) The Client may exercise the right to freeze his account maintained with the Depository Participant so as to lock the securities held with the Depository Participant in accordance with the procedures prescribed in the bye laws and business rules.
- 14) The Client may exercise the right to defreeze his account maintained with the Depository Participant in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules.
- 15) The Client shall notify the Depository Participant within, within seven days, of any change in the details set out in the application form submitted to the Depository Participant at the time of opening the account or furnished to the Depository Participant from time to time.
- 16) The Depository Participant undertakes to resolve all legitimate grievances of the Client against the Depository Participant within a period of thirty days.
- 17) The Depository Participant and the Client shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of National Securities Depository Limited and that such procedure shall be applicable to any disputes between the Depository Participant and the Client.
- 18) The Depository Participant and the Client further agree that all claims, differences and disputes, arising out of or in relation to dealings on the Depository including any transactions made subject to the Bye-Laws or Business Rules of the Depository or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions have been entered into or not, shall be subject to the exclusive jurisdiction of the courts at Mumbai only.

First Holder

(6) 

Second Holder

(4) 

Third Holder

(3) 

(for and on behalf of the Client)

Name and Address of Witness Signature
(for and on behalf of the Client)

 Witness Signature

Signed and delivered by, For Sharekhan Limited



Name and Address of Witness

Witness Signature

Sharekhan Limited A-206, Phonix House, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400 013.

Note : Initials on 1st page of Agreement where is marked and full signature on 2nd page of Agreement where is marked and on Schedule 'A'. (Total 2 initials and 2 full signatures by each holder.)

Client Name :
Client Id :

To,
Sharekhan Limited
A-206 Phoenix Mills, Phoenix Mill Compound
Senapati Bapat Marg, Lower Parel – Mumbai 400 013

Sub :- Consent to receive Transaction Statement on Email

Dear Sir/ Madam,

This is with reference to My / Our above Demat Account and the Agreement dated _____ entered between me/us and Sharekhan Limited, a depository participant with National Securities Depositories Ltd. I/We understand from you that a facility is being granted wherein I/We can get access to the transaction statements in respect of my/our above demat account on the Website of the Depository Participant or in the email address provided by me/us to the Depository Participant. I/We are also aware that the said facility is available subject to me/us complying with certain terms and conditions as prescribed by National Securities Depositories Ltd (NSDL). I/We hereby request you to provide me with the facility of accessing the transaction statements in the email account provided by me in the annexure to this letter and Sharekhan has agreed to the said request. In consideration of Sharekhan agreeing to allow me/us to avail the said facility I/We agree to the following terms and conditions.

- 1) I/We, is/are aware that the on availing this facility transaction statements will not be received in paper form.
- 2) I/we will take all necessary steps to ensure confidentiality and secrecy of the login name and password of the internet /email account.
- 3) I/We am/are aware that the transaction statement may be accessed by other entities in case the confidentiality /secrecy of the login name and password is compromised and I/We will not hold responsible Sharekhan for any breach of secrecy.
- 4) I/We shall not hold Sharekhan liable if any problem arises with my/our computer network because of me/us receiving statements.
- 5) I/We are authorized by the other holders to receive the statements on their behalf in email Ids provided to Sharekhan Limited
- 6) I/We shall immediately inform Sharekhan regarding any change of email address provided by me/us for receiving the transaction statements.
- 7) I/We shall not hold responsible Sharekhan, if we do not receive statement due to incorrect email ids and / technical reasons.
- 8) I/We am/are aware that both the parties have the right to terminate the said facility on providing a 10 days advance written notice to the other party.
- 9) Please note my/ our Email ID for the above Demat Account

1) _____ 2) _____

(7) 
Signature of 1st Holder

(5) 
Signature of 2nd Holder

(4) 
Signature of 3rd Holder


Sharekhan Limited - NSDL (IN 300513)
"Schedule A" effective from April 1, 2008

Client ID:		
Transaction type	Scheme (Tc108)	Remarks
	Trading Client Code/Trading Application Number: {_____}	
Account Opening	Nil	
Account Closing	Nil	
Annual Maintenance Charges	Rs.500 p.a	
Sales - Through SSKI	Nil	
Purchases	Nil	
Brokerage	Minimum Brokerage of Rs. 16/ Per scrip settlement delivery (sell)	
Other Charges		
Sales - Not through Sharekhan/ Offmarket transfer	0.03% of the value of transaction. (Min.Rs.30)	
Dematerialisation	Rs.5 per certificate	Minimum Rs.35 per request
Rematerialisation/Repurchase	Rs. 35/- Per Certificate for every hundred securities	
Custody	Nil	
Pledge Creation	0.02% of the value of the transaction (Min Rs.50)	
Freeze/De-freeze	Rs.25	Per request
Stock Lending & Borrowing	0.02% of the value of the transaction (Min Rs.100)	Per request
Advance	Rs.500	Advance which will be adjudged Against billing (Optional)

Note:

1. Sharekhan reserves the right to revise the tariff by providing 30 days notice & this will be binding on all.
2. Any service not quoted above will be charged separately.
3. Transaction statement : Will be sent as per NSDL requirements at no extra cost.
Every extra Statement shall be charged at Rs.10. If the number of pages exceeds 10
then every additional page will be charged at the rate of Rs.3 per page.
4. All charges are exclusive of Prevailing Service Tax and Stamp Paper.

(8) 
(Signature of 1st Holder)

(6) 
(Signature of 2nd Holder)

(5) 
(Signature of 3rd Holder)

Note: Schedule "A" is part of the agreement, please attach this with the agreement.

DEPOSITORY PARTICIPANT ACCOUNT DETAILS

A-206, Phoenix House, Phoenix Mill Compound, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013.
Telephone No. 2498 2000 Fax No. 2498 2626
DP ID : IN 300513



Sharekhan
YOUR GUIDE TO THE FINANCIAL JUNGLE

www.sharekhan.com

CLIENT-ID (TO BE FILLED BY D.P) _____

I/WE REQUEST YOU TO OPEN A DEPOSITORY ACCOUNT IN MY/OUR NAME AS PER THE FOLLOWING DETAILS (PLEASE FILL ALL THE DETAILS IN CAPITAL LETTERS ONLY)

☐ NRO

FIRST HOLDER NAME & ADDRESS: AS PROVIDED HEREIN BEFORE

Second Holder Details

NAME: _____

DATE OF BIRTH: _____ NATIONALITY : NRI ☐ RI ☐ PIO ☐ SMS FACILITY YES ☐ NO ☐
d d m m y y y y

NAME OF FATHER/HUSBAND: _____

ADDRESS: _____

CITY: _____ PIN CODE: _____

_____ COUNTRY: _____

TEL.(R): _____ MOB.: _____ FAX: _____
ISD CODE STD CODE ISD CODE ISD CODE STD CODE

OCCUPATION: _____ PAN NO: _____

EMAIL ID : _____

Third Holder Details

NAME: _____

DATE OF BIRTH: _____ NATIONALITY : NRI ☐ RI ☐ PIO ☐ SMS FACILITY YES ☐ NO ☐
d d m m y y y y

NAME OF FATHER/HUSBAND: _____

ADDRESS: _____

CITY: _____ PIN CODE: _____

STATE _____ COUNTRY: _____

TEL.(R): _____ MOB.: _____ FAX: _____
ISD CODE STD CODE ISD CODE ISD CODE STD CODE

OCCUPATION: _____ PAN NO. _____

EMAIL ID: _____

FOREIGN ADDRESS: _____

RBI REFERENCE NO. _____

RBI APPROVAL DATE: _____
d d m m y y y y

STANDING INSTRUCTIONS

I / WE AUTHORISE YOU TO RECEIVE CREDITS AUTOMATICALLY INTO MY/OUR ACCOUNT.



YES



NO

ACCOUNT TO BE OPERATED THROUGH POWER OF ATTORNEY (POA)



YES



NO

DECLARATION

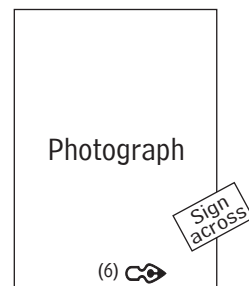
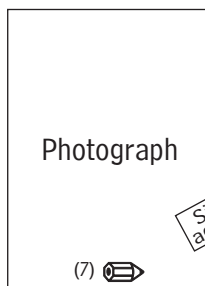
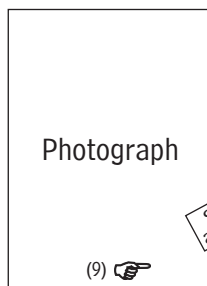
The rules and regulations of the depository and depository participants pertaining to an account which are in force now have been read by me/us and i/we have understood the same and i/we agree to abide by and to be bound by the rules as are in force from time to time for such accounts. I/we also declare that the particulars given by me/us are true to the best of my/our knowledge as on the date of making such application. I/we further agree that any false / misleading information given by me or suppression of any material fact will render my account liable for termination and further action.

Please attach recent passport size photographs in the space provided below:

Sole/First Holder

Second Holder

Third Holder



Name(s) of holder(s)

Signature(s)

Sole/First Holder

10)

Second Holder

8)

Third Holder

7)

Introduction

By the applicant's bank or an existing account holder of **Sharekhan Limited.**
I confirm the identity and address of the applicant(s)

NSDL - IN 300513
CDSL - 12036000

Name:

Client Id:

NSE Broker Name :

BSE Broker Name:

Nomination

[Strike out what is not applicable.]

- ☐ I/We do not wish to nominate any one for this demat account.
- ☐ I/We wish to make a nomination and do hereby nominate the following person in whom all rights and / or amount payable in respect of securities held in the Depository by me / us in the said beneficiary owner account shall vest in the event of my / our death.

NAME OF THE NOMINEE

RELATIONSHIP WITH THE APPLICANT (IF ANY)

ADDRESS OF NOMINEE

CITY: PIN CODE:

STATE: DATE OF BIRTH (IN CASE OF MINOR)

THE NOMINEE IS A MINOR, WHOSE GUARDIAN IS

ADDRESS OF GUARDIAN

CITY: PIN CODE:

STATE: COUNTRY:



SIGNATURE OF GUARDIAN

NAME AND ADDRESS OF WITNESS

1)

SIGNATURE OF WITNESS

2)

Photograph
of Nominee
Signature of
Nominee across
Photograph

Photograph of
Guardian
(in case of minor)
Signature of
Guardian across
Photograph

(TO BE SIGNED BY THE APPLICANT ONLY IN CASE OF NOMINATION)

SIGNATURE OF WITNESS

11)

FIRST HOLDER

9)

SECOND HOLDER

Notes :

- All communication shall be sent at the address of the Sole/First holder only.
- Thumb impressions and signatures other than English or Hindi or any of the other language not contained in the 8th Schedule of the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate.
- As per NDSL Circular No. NSDL/PI/2004/1622 dated September 7, 2004 pursuant to SEBI Circular No. MRD/DoP/Dep/Cir-29/2004 dated August 24, 2004 a copy of any one of the following documents may be accepted as proof of identity / proof of address (local/correspondence/foreign address as the case may be):
Proof of Identity: Passport, Voter ID Card, Driving license, PAN card with photograph, MAPIN card, Identity card/document with applicant's Photo, issued by a) Central/State Government and its Departments, b) Statutory/Regulatory Authorities, c) Public Sector Undertakings d) Scheduled Commercial Banks, e) Public Financial Institutions, f) Colleges affiliated to universities; and g) Professional Bodies such as ICAI, ICWAI, Bar Council etc., To their Members.
Proof of Address: Ration card, Passport, Voter ID card, Driving license, Bank passbook, verified copies of Electricity bills (not more than two months old)/Residence Telephone bills (not more than two months old)/ Leave and License agreement / Agreement for sale, Self-declaration by High Court & Supreme Court Judges, giving the new address in respect of their own accounts, Identity card/document with address, issued by a) Central/State Government and its Departments. B) Statutory/Regulatory Authorities, c) Public Sector Undertakings, d) Scheduled Commercial Banks, e) Public Financial Institutions f) Colleges affiliated to universities; and g) Professional Bodies such as ICAI, ICWAI, Bar Council etc., To their Members.
Participants must verify the copy of the document with the original.
- Instructions related to nomination, are as below:
 - The nomination can be made only by individuals holding beneficiary owner accounts on their own behalf singly or jointly. Non-individuals including society, trust, body corporate, partnership firm, karta of Hindu Undivided Family holder of power of attorney cannot nominate. If the account is held joint holders will sign the nomination form.
 - A minor can be nominated. In that event, the name and address of the Guardian of the minor nominee shall be provided by the beneficial owner.
 - The nominee shall not be a trust, society, body corporate, partnership firm, karta of Hindu Undivided Family or a power of Attorney holder . A non-resident Indian can be a nominee, subject to the exchange controls in force, from time to time.
 - Nomination in respect of the beneficiary owner account stands rescinded upon closure of the beneficiary owner account Similarly, the nomination in respect of the securities shall stand terminated upon transfer of the securities.
 - Transfer of securities in favour of a Nominee shall be valid discharge by the depository against the legal heir.
 - The cancellation of nomination can be made by individuals only holding beneficiary owner accounts on their own behalf singly or jointly by the same persons who made the original nomination Non-individual including society, trust, body the beneficiary owner account is held jointly, all joint holders will sign the cancellation form.
 - On cancellation of the nomination, the nomination shall stand rescinded and the depository shall not be under any obligation to transfer the securities in favour of the Nominee.
- Strike off whichever is not applicable.

AGREEMENT BETWEEN THE DEPOSITORY PARTICIPANT AND THE PERSON SEEKING TO OPEN AN ACCOUNT WITH THE DEPOSITORY PARTICIPANT

The Agreement made and entered into this _____ day of _____ between _____

3) (i) ^{1.} _____ having address at _____

(2) ^{2.} _____ having address at _____

(2) ^{3.} _____ having address at _____

(here in after individually/ collectively called "the Client") and Sharekhan Limited having its registered office at A-206, 2nd Floor, Phonix House, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400 013. and Processing office at G-2, Salzburg Square, 107-Harrington Road, Chetpet, Chennai - 600031.

(hereafter called "the Depository Participant").

WITNESSETH

WHEREAS the Client has furnished to the Depository Participant the duly filed in application form requesting therein to open an account with the Depository Participant.

NOW THEREFORE in consideration of the Depository Participant having agreed to open an account for the Client, both the parties to the agreement hereby covenant and agree as follows :-

- 1) The Client shall pay such charges to the Depository Participant for the purpose of opening and maintaining his account, for carrying out the instructions of the Client and for rendering such other services as may be agreed to from time to time between the Depository Participant and the Client as set out in Schedule A. The Depository Participant shall reserve the right to revise the charges by giving not less than thirty days notice in writing to the Client.
- 2) The Client shall have the right to get the securities which have been admitted on the Depository dematerialised in the form and manner laid down under the Bye Laws and Business Rules. The Depository Participant further undertakes that it shall not create or permit to subsist any mortgage, charge or other encumbrance over all or any of such securities submitted for dematerialisation except on the instructions of the Client.
- 3) The Depository Participant hereby undertakes that it shall maintain a separate account of its own securities held in dematerialised form with the Depository and shall not commingle the same with the securities held in dematerialised form on behalf of the Client.
- 4) The Depository Participant undertakes that a transfer to and from the accounts of the Client shall be made only on the basis of an order, instruction, direction or mandate duly authorised by the Client and that the Depository Participant shall maintain adequate audit trail of such authorization.
- 5) The Depository Participant agrees that the Client may give standing instructions with regard to the crediting of securities in his account and the Depository Participant shall act according to such instructions.
- 6) The Depository Participant undertakes to provide a transaction statement including statement of accounts, if any, to the Client at monthly intervals unless the Depository Participant and the Client have agreed for provision of such statements at shorter intervals. However, if there is no transaction in the account, then the Depository Participant shall provide such statement to the Client at least once a quarter.
- 7) The Depository Participant shall have the right to terminate this agreement, for any reasons whatsoever, provided the Depository Participant has given a notice in writing of not less than thirty days to the Client as well as to the Depository. Similarly, the Client shall have the right to terminate this agreement and close his account held with the Depository Participant, provided no charges are payable by him to the Depository Participant. In such an event, the Client shall specify whether the balances in its account should be transferred to another account of the Client held with another Depository Participant or to rematerialise the security balances held. Based on the instructions of the Client, the Depository Participant shall initiate the procedure for transferring such security balances or rematerialise such security balances within a period of thirty days, as per the procedure laid down in the Bye Laws and Business Rules. Provided further, termination of this agreement shall not affect the rights, liabilities and obligations of

either party and shall continue to bind the parties to their satisfactory completion

- 8) On the failure of the Client to pay the charges as laid out in clause (1) of this agreement within a period of thirty days from the date of demand Depository Participant shall terminate this agreement and close the account of the Client by requiring it to specify whether the balances in its account be transferred to the account of the Client held with another Participant or be rematerialised in the manner specified in the Bye laws and Business rules.
- 9) The Client further agrees that in the event of the Client committing a default in the payment of any of the amounts provided in clause (1) within a period of thirty days from the date of demand, without prejudice to the right of the Depository Participant to close the account of the Client, the Depository Participant may charge interest @ not more than 24% p.a. or such other rate as may be specified by the Executive Committee from time to time for the period of such default. In case the Client has failed to make the payment of any of the amounts as provided in clause (1) of this agreement, the Depository Participant shall have the right to discontinue the Depository services till such time he makes the payment along with interest, if any, after giving two days notice to the Client.
- 10) The Depository Participant shall have a right to provide such information related to the Client's account as may be requested by the National Securities Depository Limited from time to time.
- 11) The Client shall have the right to create a pledge of the securities held in the dematerialised form with the Depository Participant only in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules.
- 12) The Depository shall not be liable to the Client in any manner towards losses, liabilities and expenses arising from the claims of third parties and from taxes and other governmental charges in respect of securities credited to the Client's account.
- 13) The Client may exercise the right to freeze his account maintained with the Depository Participant so as to lock the securities held with the Depository Participant in accordance with the procedures prescribed in the bye laws and business rules.
- 14) The Client may exercise the right to defreeze his account maintained with the Depository Participant in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules.
- 15) The Client shall notify the Depository Participant within, within seven days, of any change in the details set out in the application form submitted to the Depository Participant at the time of opening the account or furnished to the Depository Participant from time to time.
- 16) The Depository Participant undertakes to resolve all legitimate grievances of the Client against the Depository Participant within a period of thirty days.
- 17) The Depository Participant and the Client shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of National Securities Depository Limited and that such procedure shall be applicable to any disputes between the Depository Participant and the Client.
- 18) The Depository Participant and the Client further agree that all claims, differences and disputes, arising out of or in relation to dealings on the Depository including any transactions made subject to the Bye-Laws or Business Rules of the Depository or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions have been entered into or not, shall be subject to the exclusive jurisdiction of the courts at Mumbai only.

First Holder

(12) 

Second Holder

(10) 

Third Holder

(8) 

(for and on behalf of the Client)

Name and Address of Witness Signature
(for and on behalf of the Client)

 Witness Signature

Signed and delivered by, For Sharekhan Limited



Name and Address of Witness

Sharekhan Limited A-206, Phonix House, Senapati Bapat Marg, Lower Parel (W), Mumbai - 400 013.

Note : Initials on 1st page of Agreement where is marked and full signature on 2nd page of Agreement where is marked and on Schedule 'A'. (Total 2 initials and 2 full signatures by each holder.)

Witness Signature

Client Name :
Client Id :

To,
Sharekhan Limited
A-206 Phoenix Mills, Pheonix Mill Compound
Senapati Bapat Marg, Lower Parel – Mumbai 400 013

Sub :- Consent to receive Transaction Statement on Email

Dear Sir/ Madam,

This is with reference to My / Our above Demat Account and the Agreement dated _____ entered between me/us and Sharekhan Limited, a depository participant with with National Securities Depositories Ltd. I/We understand from you that a facility is being granted wherein I/We can get access to the transaction statements in respect of my/our above demat account on the Website of the Depository Participant or in the email address provided by me/us to the Depository Participant. I/We are also aware that the said facility is available subject to me/us complying with certain terms and conditions as prescribed by National Securities Depositories Ltd (NSDL). I/We hereby request you to provide me with the facility of accessing the transaction statements in the email account provided by me in the annexure to this letter and Sharekhan has agreed to the said request. In consideration of Sharekhan agreeing to allow me/us to avail the said facility I/We agree to the following terms and conditions.

- 1) I/We, is/are aware that the on availing this facility transaction statements will not be received in paper form.
- 2) I/we will take all necessary steps to ensure confidentiality and secrecy of the login name and password of the internet /email account.
- 3) I/We am/are aware that the transaction statement may be accessed by other entities in case the confidentiality /secrecy of the login name and password is compromised and I/We will not hold responsible Sharekhan for any breach of secrecy.
- 4) I/We shall not hold Sharekhan liable if any problem arises with my/our computer network because of me/us receiving statements.
- 5) I/We are authorized by the other holders to receive the statements on their behalf in email Ids provided to Sharekhan Limited
- 6) I/We shall immediately inform Sharekhan regarding any change of email address provided by me/us for receiving the transaction statements.
- 7) I/We shall not hold responsible Sharekhan, if we do not receive statement due to incorrect email ids and / technical reasons.
- 8) I/We am/are aware that both the parties have the right to terminate the said facility on providing a 10 days advance written notice to the other party.
- 9) Please note my/ our Email ID for the above Demat Account

1) _____ 2) _____

(13) 
Signature of 1st Holder

(11) 
Signature of 2nd Holder

(9) 
Signature of 3rd Holder


Sharekhan Limited - NSDL (IN 300513)
"Schedule A" effective from April 1, 2008


Client ID:		
Transaction type	Scheme (Tc108)	Remarks
	Trading Client Code/Trading Application Number: {_____}	
Account Opening	Nil	
Account Closing	Nil	
Annual Maintenance Charges	Rs.500 p.a	
Sales - Through SSKI	Nil	
Purchases	Nil	
Brokerage	Minimum Brokerage of Rs. 16/ Per scrip settlement delivery (sell)	
Other Charges		
Sales - Not through Sharekhan/ Offmarket transfer	0.03% of the value of transaction. (Min.Rs.30)	
Dematerialisation	Rs.5 per certificate	Minimum Rs.35 per request
Rematerialisation/Repurchase	Rs. 35/- Per Certificate for every hundred securities	
Custody	Nil	
Pledge Creation	0.02% of the value of the transaction (Min Rs.50)	
Freeze/De-freeze	Rs.25	Per request
Stock Lending & Borrowing	0.02% of the value of the transaction (Min Rs.100)	Per request
Advance	Rs.500	Advance which will be adjudged Against billing (Optional)

Note:

1. Sharekhan reserves the right to revise the tariff by providing 30 days notice & this will be binding on all.
2. Any service not quoted above will be charged separately.
3. Transaction statement : Will be sent as per NSDL requirements at no extra cost.
Every extra Statement shall be charged at Rs.10. If the number of pages exceeds 10
then every additional page will be charged at the rate of Rs.3 per page.
4. All charges are exclusive of Service Tax and stamp paper

(14) 
(Signature of 1st Holder)

(12) 
(Signature of 2nd Holder)

(10) 
(Signature of 3rd Holder)

Note: Schedule "A" is part of the agreement, please attach this with the agreement.

AGREEMENT BETWEEN STOCK BROKER & CLIENT

BSE

This Agreement is made and executed this _____ day of _____, 20____ (i)
between: (4)

M/s. Sharekhan Limited a body corporate, registered and incorporated under the Companies Act, 1956, being a member of the Bombay Stock Exchange Limited (hereinafter called "the Exchange"), and having its registered office at Unit No. A, 206, Phoenix House, Phoenix Mills Compound, Lower Parel, Mumbai 400 013, and Processing office at G-2, Salzburg Square, 107-Harrington Road, Chetpet, Chennai - 600 031 (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 successors, as the case may be, of the One Part;

And
Mr./Ms/M/s. _____ an (i)
individual/a sole proprietary concern/a partnership Firm/a body corporate, regis- (5)
tered/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 (i)
expression shall, unless repugnant to the context or meaning thereof, be deemed to (6)
mean and include his/her heirs, executors, administrators and legal representa-
tives/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;

- 1.1. Whereas the stock broker is registered as the stock broker of Bombay Stock Exchange Ltd. (herein after referred to as the Exchange" or "BSE") with SEBI registration number INB011073351 in the Capital Market/ Cash Segment and SEBI registration number INF011073351 in the Futures and Options Segment.
- 1.2. Whereas the client is desirous of investing/trading in those securities/ contracts/other instruments admitted to dealings on the Exchange as de- fined in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under from time to time.
- 1.3. 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.
- 1.4. 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
- 1.5. 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 liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.
- 1.6. WHEREAS the stock broker and the client agree to be bound by all the Rules, Bye-laws 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.
- 1.7. Now, therefore, in consideration of the mutual understanding as set forth in this agreement, the parties hereto have agreed to the following terms and conditions:
 - 1.7.1. 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.
 - 1.7.2. 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:
 - 1.7.2.1. The client has read and understood the risks involved in trading on a stock exchange.
 - 1.7.2.2. The Client shall be wholly responsible for all his investment decisions and trades.
 - 1.7.2.3. 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.
 - 1.7.2.4. The client is liable to pay applicable initial margins, withhold- ing 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 permi- tted in its sole and absolute discretion to collect additional mar- gins (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.
 - 1.7.2.5. 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.
 - 1.7.3. 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.

- 1.7.4. 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.
- 1.7.5. 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.
- 1.7.6. 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/Bye-laws and circulars.
- 1.7.7. 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.
- 1.7.8. 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
- 1.7.9. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or trans- ferring 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 succes- sors, heirs and assigns shall be entitled to any surplus which may result there from.
- 1.7.10. The stock broker agrees that it shall co-operate in redressing griev- ances 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 deliv- ered or received/ to be received by the client.
- 1.7.11. 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.
- 1.7.12. 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.
- 1.7.13. 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 there under as may be in force from time to time.
- 1.7.14. 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 imple- ment the arbitration awards made in such proceedings.
- 1.7.15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the Exchange. 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 exchange.

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|---------|---|--------|--|
| 1.7.16. | 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. | 1.7.24 | 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 |
| 1.7.17. | The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003. | 1.7.25 | 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. |
| 1.7.18. | 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. | 1.7.26 | 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. |
| 1.7.19. | 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. | 1.7.27 | Terms and conditions mentioned above can be altered, amended, and / or modified by the parties mutually in writing. 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. Provided further that Stock Broker may communicate any changes to the agreement in writing or by electronic form to the client. Such changes are binding on the client if no objection has been received by the Stock broker within 30 days from the date of such communication. |
| 1.7.20. | 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. | 1.7.28 | A separate set of voluntary Terms and Conditions has been attached to this agreement as Annexure A. It contains other clauses incidental to the services provided by the stock broker. Client has being informed and he is aware that he is free to accept and abide by the terms and Conditions, by signing the Annexure A. If the client wishes not to accept and sign the terms and conditions, he may choose to do so. |
| 1.7.21. | This agreement shall forthwith terminate; if the stock broker for any reason ceases to be a stock broker of the stock exchange including cessation of stock brokeship by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled. | | |
| 1.7.22 | 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. | | |
| 1.7.23 | 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. | | |
- It is further understood by client that by signing this agreement alone, he is not bound by the Terms and Conditions.

IN WITNESS WHEREOF the Stock Broker and Client has caused these presents to be executed as of the day and year first hereinabove mentioned.

	Client	Stock Broker
Name/Trade Name		For Sharekhan Limited
Title / Designation		Authorised Signatory
Sign	 (15)	
Witness (1) Signature Name and Address		
Witness (2) Signature Name and Address		

AGREEMENT BETWEEN STOCK BROKER & CLIENT

NSE

This Agreement is made and executed this _____ day of _____, 20____ (i)
between: (8)

M/s. Sharekhan Limited a body corporate, registered and incorporated under the Companies Act, 1956, being a member of the National Stock Exchange Limited (hereinafter called "the Exchange"), and having its registered office at Unit No. A, 206, Phoenix House, Phoenix Mills Compound, Lower Parel, Mumbai 400 013, and Processing office at G-2, Salzburg Square, 107-Harrington Road, Chetpet, Chennai – 600 031 (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 successors, as the case may be, of the One Part;

And
Mr./Ms/M/s _____ an (i)
individual/a sole proprietary concern/a partnership Firm/a body corporate, regis- (9)
tered/incorporated, under the provisions of the Indian Partnership Act, 1932/the
Companies Act, 1956, having his/her/its residence/ registered office at _____ (i)


_____ (hereinafter called "the client") which (10)
expression shall, unless repugnant to the context or meaning thereof, be deemed to
mean and include his/her heirs, executors, administrators and legal representa-
tives/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;

- 1.1. Whereas the stock broker is registered as the stock broker of National stock Exchange Ltd. (herein after referred to as the Exchange" or "NSE") with SEBI registration number INB231073330 in the Capital Market/ Cash Segment and SEBI registration number INF231073330 in the Futures and Options Segment.
- 1.2. 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.
- 1.3. 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.
- 1.4. 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
- 1.5. 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 liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.
- 1.6. WHEREAS the stock broker and the client agree to be bound by all the Rules, Bye-laws 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.
- 1.7. Now, therefore, in consideration of the mutual understanding as set forth in this agreement, the parties hereto have agreed to the following terms and conditions:
 - 1.7.1. 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.
 - 1.7.2. 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:
 - 1.7.2.1. The client has read and understood the risks involved in trading on a stock exchange.
 - 1.7.2.2. The Client shall be wholly responsible for all his investment decisions and trades.
 - 1.7.2.3. 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.
 - 1.7.2.4. The client 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.
 - 1.7.2.5. 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.
 - 1.7.3. 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.

- 1.7.4. 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.
- 1.7.5. 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.
- 1.7.6. 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/Bye-laws and circulars.
- 1.7.7. 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.
- 1.7.8. 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
- 1.7.9. 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.
- 1.7.10. 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.
- 1.7.11. 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.
- 1.7.12. 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.
- 1.7.13. 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 there under as may be in force from time to time.
- 1.7.14. 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.
- 1.7.15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the Exchange. 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 exchange.

- 1.7.16. 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.
- 1.7.17. The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
- 1.7.18. 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.
- 1.7.19. 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.
- 1.7.20. 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.
- 1.7.21. This agreement shall forthwith terminate; if the stock broker for any reason ceases to be a stock broker of the stock exchange including cessation of stock brokeship by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled
- 1.7.22. 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.
- 1.7.23. 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.
- 1.7.24. 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
- 1.7.25. 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.
- 1.7.26. 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.
- 1.7.27. Terms and conditions mentioned above can be altered, amended and / or modified by the parties mutually in writing. 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. Provided further that Stock Broker may communicate any changes to the agreement in writing or by electronic form to the client. Such changes are binding on the client if no objection has been received by the Stock broker within 30 days from the date of such communication.
- 1.7.28. A separate set of voluntary Terms and Conditions has been attached to this agreement as Annexure A. It contains other clauses incidental to the services provided by the stock broker. Client has being informed and he is aware that he is free to accept and abide by the terms and Conditions, by signing the Annexure As. If the client wishes not to accept and sign the terms and conditions, he may choose to do so.
- It is further understood by client that by signing this agreement alone, he is not bound by the Terms and Conditions.

IN WITNESS WHEREOF the Stock Broker and Client has caused these presents to be executed as of the day and year first hereinabove mentioned.

	Client	Stock Broker
Name/Trade Name		For Sharekhan Limited
Title / Designation		Authorised Signatory
Sign	 (16)	
Witness (1) Signature		
Name and Address		
Witness (2) Signature		
Name and Address		

This agreement is made on this _____ day of _____, 200_, between

Sharekhan Limited, a company having its registered office at A, 206, Phoenix House, Phoenix Mills Compound, Lower Parel, Mumbai 400 013 and Processing office at G-2, Salzburg Square, 107-Harrington Road, Chetpet, Chennai - 600 031, registered as a Clearing Member (hereinafter called the Clearing Member) with National Securities Clearing Corporation Ltd. (hereinafter called "NSCCL") which expression shall unless repugnant to the context or meaning thereof include its successors, legal representatives and permitted assigns)

and
Mr./Ms/M/s. _____, a company/ partnership firm/ individual having its registered office/ office/ residence at _____

(hereinafter called "the Constituent ") which expression shall unless repugnant to the context or meaning thereof include its successors, legal representatives and permitted assigns).

Whereas

1. The constituent is a **NRI** and desires to effect purchase or sale of securities in the Futures and Options segment of the National Stock Exchange of India Ltd. (here in after called "NSEIL") through more than one trading members of NSEIL and clear and settle such trades through Clearing member [who, in turn, agreed to clear and settle the trades executed by the constituent through a trading member or trading members], subject to the provisions contained in the Rules, Bye Laws and Regulations of NSCCL (Futures & Options Segment).
2. **Sharekhan Limited** is a Clearing Member of NSCCL and is, inter alia, authorised to carry on the activities of clearing and settlement of deals, which are executed on the Futures & Options Segment of NSEIL by the trading member [who has appointed the Clearing Member to clear and settle his deals] or on behalf of Constituents [who have appointed the Clearing Member to clear and settle their deals]
3. The Constituent has approached the Clearing Member to undertake clearing & settlement of deals and to discharge his duties and obligations towards NSCCL on his behalf and the Clearing Member, in turn, agreed to clear & settle the trades done by the constituent through a trading member or trading members subject to the provisions contained in the Rules, Bye Laws and Regulations of NSCCL (Futures & Options Segment) and the terms and conditions contained herein.
4. The parties to this agreement are desirous of reducing the terms and conditions agreed, in writing, as contained herein :

Now, therefore, this agreement witnesseth as FOLLOWS:

1. At the request of the Constituent and in consideration of the Constituent agreeing to pay certain fees and charges mentioned herein and abide by the terms and conditions contained in this agreement, Rules, Bye-Laws and Regulations of NSCCL and NSEIL, the Clearing Member hereby undertakes upon himself the obligations of clearing and settlement of the deals of the Constituent executed/ done, through one or more trading members, on the Futures & Options Segment of NSEIL and to do all the acts, deeds and activities arising from and/ or incidental to the clearing and settlement of such deals.

2. Rights of the Clearing Member

1. The Clearing Member shall be entitled to demand/ receive from the Constituent such deposits in such form as he may specify from time to time.
2. Without prejudice to the generality of the above, the Constituent shall place with the Clearing Member an amount of Rs. _____ as deposit, which shall be maintained at any point of time. Subject to the provisions of Bye Laws, Rules and Regulations of NSCCL/NSEIL, in case of any shortfall in such deposit, the Clearing Member shall be entitled to initiate any action necessary to protect his interests in this regard against the Constituent.
3. The Clearing Member shall be entitled to receive such fees, charges, or commission, in respect of various services which he renders or agrees to render to the Constituent, from the Constituent at such intervals as may be mutually agreed upon.
4. The Clearing Member shall specify, subject to the requirements prescribed by NSCCL from time to time, the exposure margins up to which open positions can be taken by the Constituent. Such limits may be increased or reduced by the Clearing Member from time to time. The Clearing Member shall have the authority to initiate any action necessary to protect his interests in this regard, which may, inter alia, include restriction on further trading and closeout of open positions of the Constituent.
5. The Clearing Member shall be entitled to collect from the Constituent, margin(s) of such amounts of such kinds, as he may deem necessary, which at any point of time shall not be less than the amount stipulated by NSCCL from time to time. The Clearing Member shall have authority to collect such additional margin(s) as the Clearing Member may deem necessary or as per the requirement of NSCCL.
6. The Clearing Member shall be entitled to receive from the Constituent such amounts as may be required to be paid towards daily mark to market settlement of futures contracts, final settlement of futures contracts, premium settlement of option contracts, exercise settlement of option contracts or such other settlement, as per the requirement of NSCCL.
7. The Clearing Member shall have authority to close out/ liquidate the open positions of the Constituent in accordance with the Rules/ Byelaws and Regulations of NSCCL, in the case of non-payment of dues by the Constituent towards margins, additional margins, daily mark to market settlement of futures contracts, final settlement of futures contract, premium settlement of option contracts, exercise settlement of option contracts or such other settlement, fees, , commission and/ or charges, by making necessary requests to NSEIL/ NSCCL for initiating such action. In such case, any loss arising due to the closing out of open positions shall be payable by the constituent and will be recovered from the Constituent by the clearing member.
8. The Clearing Member shall have the right to inspect the books of accounts, records, documents and computerised data of the Constituent for which the Clearing Member shall have free access to the premises occupied by the Constituent or by any other person on his behalf.

3. Obligations of the Clearing Member

1. The money deposited by each Constituent shall be kept in a separate account by the Clearing Member, distinct from his own account and shall provide the details of margins collected for the trades executed by the

constituent, to NSCCL as per the requirements of NSCCL.

2. The Clearing Member shall inform the Constituent about the exposure margins (including any increase or reduction in such limits) upto, which open positions, can be taken by the Constituent.
3. The Clearing Member shall be liable to pay to the Constituent any amount becoming due and receivable by the constituent towards daily mark to market settlement of futures contracts, final settlement of futures contracts, premium settlement of option contracts, exercise settlement of option contracts and such other settlement as per the requirements of NSCCL.
4. The Clearing Member shall be required to refund any excess margin money to the Constituent as per mutual agreement.
5. The Clearing Member may settle the accounts on a periodical basis, if mutually agreed between the Clearing Member and the Constituent, which should be in accordance with the Byelaws, Rules & Regulations of NSCCL.
6. In the event of default by the Clearing Member or his being declared a defaulter by NSEIL/ NSCCL, the amount paid by the Constituent and got deposited with NSCCL shall remain safe and shall not be utilised to meet the Clearing Member's own liabilities and/ or the liabilities of his other Constituents. In such cases, the Clearing Member shall render all assistance to the Constituent for transfer of Constituent 's positions to some other Clearing Member, if such event occurs.
7. In the event of failure by the Clearing Member in the payment of any dues to the NSCCL as well as the Constituent, the Constituent shall, with the prior approval of NSCCL, have the right to transfer his own open positions immediately to another Clearing Member. The Clearing Member shall be obliged to pay to the Constituent for any costs incurred for transfer of the open positions, if such event occurs.
8. In case the Clearing Member is declared a defaulter by NSEIL/ NSCCL, and the Constituent transfers his open positions to some other Clearing Member, the Clearing Member shall be obliged to pay for any costs incurred for transfer of the open positions.
9. If due to the default of the Clearing Member, the open positions of the Constituents are closed-out and any loss is incurred due to such close-out, the Clearing Member shall reimburse such loss to all the Constituents except to the Constituents because of whom the Clearing Member has defaulted.
10. The Clearing Member shall treat the information pertaining to the Constituent as confidential. The Clearing Member shall not disclose the same to any other person except to the governmental, statutory, regulatory or legal authorities on a request made by these authorities in writing.
11. The Clearing Member shall be required to provide reports/ statements of mark to market settlement of futures contracts, final settlement of futures contracts, premium settlement of options contracts, exercise settlement of option contracts or such other settlement, margin amounts and open positions to the Constituent, for such period as may be mutually agreed.

4. Rights of the Constituent


1. The Constituent shall be entitled to have all the deals, executed through any Trading Member or Trading Members on the Futures & Options Segment of NSEIL, cleared and settled through the Clearing Member.
2. The Constituent shall be entitled to receive intimation from the Clearing Member about the exposure margins (including any increase or reduction in such limits) upto which open positions can be taken by the Constituent.
3. The Constituent shall be entitled to receive reports/ statements of mark to market settlement of futures contracts, final settlement of futures contracts, premium settlement of option contracts, exercise settlement of option contracts or such other settlement, margin amounts and open positions from the Clearing Member, for such period as may be mutually agreed.
4. The Constituent shall be (liable) entitled to (pay to) receive from the Clearing Member such amounts towards daily mark to market settlement of futures contracts, final settlement of futures contracts, premium settlement of option contracts, exercise settlement of option contracts and such other settlement as per the requirement of NSCCL.
5. In the event of the Clearing Member being declared a defaulter by NSCCL, the Constituent, except the Constituent because of whom the Clearing Member has defaulted, shall be entitled to transfer his open positions to some other Clearing Member and recover any costs incurred for such transfers from the Clearing Member.
6. In the event of failure by the Clearing Member in the payment of any dues to NSCCL as well as the Constituent, the Constituent shall, with the prior approval of NSCCL have the right to transfer his own open positions immediately to another Clearing Member. The Constituent shall also have the right to recover from Clearing Member any costs incurred for transfer of the open positions.
7. In case the open positions of the Constituents are closed-out due to the default of the Clearing Member, the Constituent, except the Constituents because of whom the Clearing Member has defaulted, shall be entitled to recover such loss from the Clearing Member.

5. Obligations of the Constituent

1. The Constituent shall pay to the Clearing Member such deposits in such form as the Clearing Member may specify from time to time.
 2. Without prejudice to the generality of the above, the Constituent shall place with the Clearing Member an amount of Rs. _____ as deposit, which shall be maintained at any point of time. Subject to the provisions of Bye Laws, Rules and Regulations of the NSCCL/ NSEIL, the Clearing Member shall be entitled to initiate any action necessary to protect his interest in this regard against the Constituent.
 3. The Constituent shall pay to the Clearing Member such fees, charges, or commission in respect of various services which he renders or agrees to render to the Constituent at such intervals as may be mutually agreed upon by them.
 4. The Constituent shall pay to the Clearing Member margins of such amounts as may be prescribed by NSCCL from time to time including additional margins, if any or such higher amount of margins as may be mutually agreed with the Clearing Member. The margins shall be deposited by the Constituent within such time and in such form as may be specified by the Clearing Member.
 5. The Constituent shall be liable (entitled) to pay to (receive from) the Clearing Member such amounts towards daily mark to market settlement of futures contracts, final settlement of futures contracts, premium settlement of option contracts, exercise settlement of option contracts and such other settlement as per the requirement of NSCCL.
 6. The accounts shall be settled on a periodical basis as may be mutually agreed between the Clearing Member and the Constituent.
 7. The Constituent shall be obliged to reimburse to the Clearing Members any loss caused due to the closing out / liquidation of his open positions initiated by the Clearing Member, on account of non-payment of dues by the Constituent towards margins, additional margins, daily mark to market settlement of futures contracts, final settlement of futures contracts, premium settlement of option contracts, exercise settlement of option contracts or such other settlement, fees, charges, commission, penalties and expenses, any other sum, as per the requirement of NSCCL.
 8. The Constituent shall do all such acts, deeds and activities that are necessary for the purpose of strict compliance with the Rules, Bye Laws & Regulations of NSEIL/ NSCCL by the Clearing Member.
 9. If due to the default of the Constituent, the open position of the Constituent is closed-out and any loss is incurred due to such closeout, the Constituent shall be liable to reimburse such loss to the Clearing Member.
- 6. Termination of the Agreement**
The agreement entered into between the Clearing Member and the Constituent may be terminated by the parties by giving at least one month written notice to the other party or as may be mutually consented. Such cancellation or termination shall not have any effect on transactions executed before the time and date of termination and the parties shall enjoy the same rights and shall have same obligations in respect of such executed transactions.

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

Signed for and on behalf of

	Constituent (Custodial Participant)	Clearing Mamber
Name/Trade Name		For Sharekhan Limited
Title / Designation		Authorised Signatory
Sign	 (17)	
Witness (1) Signature		
Name and Address		
Witness (2) Signature		
Name and Address		

7. Notice

Any communication between the Clearing Member and the Constituent shall be made in any one or more of the following ways:
 (a)an electronic mail or fax (b) delivering it by post
 c) sending it by registered post (d) sending it under certificate of posting
 (e) sending it by express delivery post / courier services.
 (f) sending it by telegram
 (g)affixing it on the door at the last known business or residential address
 (h)advertising it at least once in any prominent daily newspaper

8. Force Majeure

No liability shall result to either party for delay in performance or non-performance of the obligations under the agreement caused and/or contributed to by any event of force majeure. For purposes of this Clause, "Force Majeure" means and includes wars, insurrections, revolution, fires, floods, epidemic, quarantine restrictions, declared general strikes in relevant industries, act of God, act of governmental, statutory, regulatory or legal authority and such other acts or events beyond the control of the non-performing party.

9. No assignment

Neither party shall be entitled to assign or otherwise transfer this agreement or any benefits, rights, obligations or interests herein whether in whole or in part to any other agency without the prior written consent of the other.

10. Non-waiver

No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each right, power or remedy shall be cumulative.

11. Arbitration

1. All disputes, differences or questions arising out of or in relation to the agreement including the interpretation of the terms contained herein with regard to the obligations, failure or breach thereof by any of the parties and/or of any matter whatsoever arising out of the Agreement, shall in the first instance be resolved mutually by the parties.
2. If the parties fail to resolve the same mutually, then the same shall be referred to the arbitration in accordance with the Rules, ByeLaws and Regulations of NSCCL.

12. Jurisdiction

This agreement shall be subject to the exclusive jurisdiction of the courts in ____.

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") / Bombay Stock Exchange Ltd. (hereinafter referred to as "BSE") which has been formulated by the Exchanges in coordination 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 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, derivative 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 derivative 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 inter alia 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 authorize 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 AND 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.

1.1 Risk of Lower 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 RRisk of Rumours: Rumours 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 rumours.

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 and 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.

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.

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 byelaws/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.

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Customer Signature

(If Partner, Corporate, or other Signatory, then attest with company seal)

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 no., 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 Licence or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by SEBI/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 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 no., 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.nse-india.com / www.bseindia.com), where details of trade as mentioned in the contract note may be verified from the trade date upto 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 its Clearing Corporation / Clearing House. Payments should be made only by account payee cheque in favour 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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Customer Signature

ANNEXURE A: Confirmation and Acceptance of Terms and Conditions governing the services provided by the Stock Broker.

(Voluntary)

Preamble

- The Client has entered into agreements with the Stock Broker for the purpose of trading on the National Stock Exchange of India Limited and Bombay Stock Exchange Ltd.
- For the purpose of taking additional services from the Stock Broker and in order to define the operating terms and conditions, the Stock Broker and the Client have agreed to the terms and conditions herein contained.
- The Client understands that some of the terms and conditions may be more stringent than that provided in the member-client agreements and the Client has agreed and accepted such terms and conditions.
- The terms and conditions contained herein are binding on the Client. The Client has agreed to avail of services from the Stock Broker after fully understanding the terms and conditions. The terms and conditions shall be subject to modification from time to time and such modifications are binding on the Client.

Whereas The Stock broker is in the business of offering various services including E-Broking Service to its clients & agrees to provide such services to the Client and client agrees to avail such services from stock broker subject to terms & conditions of this annexure and/or on the Stock Broker's Website and the Exchange provisions.

Whereas The Stock broker, as required under Regulations, hereby conveys that it is carrying on proprietary trading.

Now, therefore, in consideration of the mutual understanding set forth in this Annexure, the client thereto have agreed to the following:

E-BROKING SERVICES and Dial and trade services.

1.1 DEFINITIONS

- 1.1.1 "Exchange" means Bombay Stock Exchange Limited & National Stock Exchange Of India Limited and includes segments of the Exchange.
- 1.1.2 "Exchange Provisions" means the Rules, Bye-laws, Regulations, Business Requirement, Specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the Minimum Requirements Handbook for ITORS prescribed by the Exchange, as amended from time to time.
- 1.1.3 "E Broking" means Internet based Trading through Order Routing System (ITORS) , being a system approved by the Exchange for enabling clients to route their orders to their Stock broker-brokers over the internet.
- 1.1.4 "E broking Account Application" means the application submitted by the Client to the Stock broker to permit the Client to avail of the Stock broker's E broking Service.
- 1.1.5 "E broking Service" or "Service" means the ITORS service offered by the Stock broker to its clients through Website where under the clients can route their orders for purchase, sale and other dealings in securities through the Stock broker's website.
- 1.1.6 "Stock broker's E Broking system" or "Stock broker's e broking Website" means the web site hosted by the Stock broker on the internet through which the Stock broker offers the E broking Service, dial and trade, speed trade and trades executed through dealers / sub brokers or through any other mode for which the broker has obtained the required approval and includes the hardware and software used for hosting and supporting the Website.
- 1.1.7 "Password" means an alphanumeric code used by the Client to validate his/her username and access the Service.
- 1.1.8 "SEBI" means the Securities & Exchange Board of India.
- 1.1.9 "Username" means an alphanumeric login identification used by the Client for accessing the Service.
- 1.2 Stock broker offers/intends to offer broking through the internet or other services through web site www.sharekhan.com (the web-site). The said website is owned and maintained by the Stock Broker. Stock broker also offers/intends to offer Dial and Trade services to the Client. Electronic broking services or dial and trade services or any other services through electronic mode shall be referred to as E-broking services.
- 1.3 Before availing of the services, the Client shall complete registration process as may prescribed from time to time.
- 1.4 The client shall follow the instructions given in the web site for registering himself as a client. Such formalities will include selection of user id, passwords, basic client information etc. Once the system accepts the details inserted by the client the client will be registered as a user.
- 1.5 If the client has availed E Broking Services offered by the stock broker, then client shall be entitled to a username, a trading password and customer user identification number and Telephone personal identification number (T-Pin Number) or other identification or security code (by whatever name called) which will enable him to avail of the facilities of E-broking through the stock broker's Web site over the telephone or in any such other manner as may be permitted/offered by the Stock Broker for availing of the services. All terms regarding the use, reset and modification of such password shall be governed by information on the web-site.
- 1.6 The client is aware that the Stock Broker's system itself randomly generates the initial pass word encrypts and passes on the password to the client. The client agrees and undertakes to immediately change his initial password upon receipt thereof. The client is aware that the subsequent passwords also are not known or available to the Stock Broker.
- 1.7 The services on the Website shall be available to the registered user subject to the terms and conditions mentioned thereof.
- 1.8 The client shall be responsible for keeping the Username and trading password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosever through the website using the Client's username and/or trading password whether or not such person was authorized to do so.
- 1.9 Without prejudice to the presents in the aforesaid clauses, the Client shall immediately inform the Stock Broker of any unauthorized use or suspicion of such unauthorized use of the user name, customer user identification number, T-pin number and password with full details of such unauthorized use including the date of such unauthorized use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorized use, etc
- 1.10 The client acknowledges that he is fully aware of and understands the risks associated with availing of E-broking services through the internet including the risk of misuse and unauthorized use of his Username and/or trading password, T-pin number by a third party and the risk of a person hacking into the Client's trading account on the website and unauthorisedly routing trade orders on behalf of the Client through the system. The client agrees that he shall be fully liable and responsible for any and all unauthorized use and misuse of his trading password and /or username/T-pin number and also for any and all acts done by any person through the website using the Client's username in any manner whatsoever. Further at no point in time shall the Stock Broker be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the use and misuse of the trading password and/or the Client username.
- 1.11 Without prejudice to the provisions of above Clause the Client shall immediately notify the Stock Broker in writing with full details if:
 - 1.11.1.1 He discovers or suspects unauthorised access through his Username, Password or account,
 - 1.11.1.2 He notices discrepancies that might be attributable to unauthorized access,
 - 1.11.1.3 He forgets his password or
 - 1.11.1.4 He discovers a security flaw in the Stock broker's ebroking System.
- 1.12 In any of the above events, the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request the Stock broker in writing to discontinue his old Password; and thereupon the Stock broker shall cause the Stock broker's ebroking system to discontinue the use of the Client's old Password and the Stock broker's ebroking system shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the Stock Broker be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.
- 1.13 The client shall be responsible for keeping the user name, customer user identification number, T-pin number and pass word confidential and secure and shall be solely responsible for all orders entered and transactions done by any person who so ever through the stock broker's system using the client's user name, customer user identification number, T-pin number and pass word whether or not such person was authorized to do so. The client shall ensure that he is the only authorised user of user name, customer user identification number, T-pin number and password. The Client is aware that authentication technologies and strict security measures are required for effective provision of services and undertake to ensure the password is not revealed to any third party. The stock broker shall be entitled to presume that any orders or instructions entered or communicated using the client's user name, customer user identification number, T-pin number and password is the client's own order or instruction or that of the client's duly authorized representative. The client will be fully responsible and liable for, and will pay or reimburse to the stock broker on demand all costs, charges, damages and expenses incurred by the stock broker as a consequence of access and or use of client's account, stock broker's system or service by any third party using the client's user name, customer user identification number, T-pin number and password
- 1.14 The Client shall log off from the website at any time the Client is not accessing or using the service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall be borne solely by the Client.
- 1.15 The client shall provide to the Stock Broker, a power of attorney authorizing the Stock Broker to debit/credit/block/create lien/pledge the client's depository accounts through its authorised personnel, to the extent of the transactions conducted by the client and any amount due and payable, under any head, account or name, to the Stock Broker.
- 1.16 The client shall authorize the Stock Broker to debit/credit or block his bank account in the manner as per procedure laid down in the terms and conditions and as per practices followed by the designated bank in this regard. The client also authorizes the Stock Broker to create a lien on the amount lying in his bank account in the manner specified in the terms and conditions.
- 1.17 The client agrees that orders, instructions and other communications given or made over the telephone may be routed through the stock brokers interactive voice response or other telephone system may be recorded by the stock broker. The client also agrees that such recording and the stock broker's records of any orders, instructions and communications given or made by the client or the stock broker by electronic mail, fax, or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same.
- 1.18 The client agrees to provide information relating to customer user identification number T-pin number and such other information as may be required while placing orders on the telephone to determine the identity of the client. Provided however that nothing prevents the Stock Broker from accepting instructions from the Client over phone without usage of T-pin number and such acceptance of instruction by the Stock Broker shall be binding on the Client.
- 1.19 The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.
- 1.20 The Stock Broker may from time to time impose and vary limits on the orders that the Client can place through the Stock broker's Website (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that the Stock broker may need to vary or reduce the limits or impose new limits urgently on the basis of the Stock broker's risk perception and other factors considered relevant by the Stock broker, and the Stock broker may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the stock broker shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Stock broker's website on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the stock broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities through the stock broker.
- 1.21 Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the stock broker's Website , the stock broker shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
- 1.22 The Client agrees that the Stock broker may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order
- 1.23 In case of a market order, the Client agrees that he will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into the stock broker's website.
- 1.24 The Client agrees and undertakes to immediately deposit with the Stock broker such cash, securities or other acceptable security, which the Stock broker may require as margin. The Client agrees that the stock broker shall be entitled to require the Client to deposit with the stock broker a higher margin than that prescribed by the Exchange. The stock broker shall also be entitled to require the Client to keep permanently with the stock broker a margin of a value specified by the stock broker so long as the Client desires to avail of the Stock broker's ebroking system.
- 1.25 The Client understands and agrees that the Stock broker may discontinue Ebroking Service in part or in its entirety and change the terms of the Service (including the terms on the Stock broker's e-broking Website) at any time and from time to time, without prior notice.

2 TRADING, SETTLEMENT AND ACCOUNTS

- 2.1 The client agrees that all orders placed by him for securities through the web-site shall be within the parameters defined and mentioned in the terms and conditions specified in the Web-site.
- 2.2 The client agrees that all orders placed through the web-site shall be forwarded by the system to Exchange. All orders placed otherwise than through the web-site shall be forwarded to the system of the Exchange through the Exchange terminals or any other order execution mechanism at the discretion of the Stock Broker.
- 2.3 All orders for purchase, sale or other dealings in securities and other instructions routed through the Stock broker's website via the Client's Username shall be deemed to have been given by the Client.
- 2.4 On line confirmation will be available to the client upon execution of trade of an order placed by him through the Stock Broker's system. It shall be the responsibility of the client to review, immediately upon receipt, all confirmation of orders, transactions, or cancellations. It shall be the responsibility of the client to follow up with the Stock Broker for all such confirmations that are not received by him within stipulated time.
- 2.5 The client shall bring any errors in any report, confirmation or contract note of executed trades (including execution prices, scripts or quantities) to the Stock Broker's notice in writing by an electronic mail or fax within twenty four hours of receipt of the concerned report, confirmation or contract note. Any other discrepancy in the confirmation or account shall be notified by the client to the Stock Broker in writing via electronic mail or fax within twenty four hours from the time of the receipt of the first notice. In all cases the Stock Broker shall have a right to accept or reject the client's objection.

- 2.6 There may be a delay in the Stock Broker receiving the reports of transaction, status, from the respective exchanges or other persons in respect of or in connection with which the stock broker has entered into contracts or transactions on behalf of the clients. Accordingly the stock broker may forward to the client late reports in respect of such transactions that were previously unreported to him as been expired, cancelled or executed. The client shall not hold the Stock Broker responsible for any losses suffered by the client on account of any late reports, statements or any errors in the report/statements computed by or received from any exchange.
- 2.7 The client agrees that if, in any circumstance or for any reason, the market closes before the acceptance of the Order by the Exchange, the Order may be rejected. The client agrees further, that the Stock Broker may reject Orders if the same are rejected by the Exchange for any reason. In case of rejection of an order due to rejection by the Exchange, the client agrees that the order shall remain declined and shall not be re-processed, in any event.
- 2.8 The Stock Broker may, at its sole discretion, reject any order placed on the web-site or in any other manner due to any reason, including but not limited to the non-availability of funds in the trading account of the client, non-availability of securities in the Demat account of the client with a designated depository participant, insufficiency of margin amount if the client opts for margin trading, suspension of scrip- specific trading activities by or on an Exchange and the applicability of circuit breaker to a scrip in which orders are placed.
- 2.9 The client is aware that the Stock Broker may provide a facility for reconfirmation of orders, which are larger than those specified by the Stock Broker's risk management, and is also aware that the Stock Broker has the discretion to reject the execution of such orders based on such risk perception.
- 2.10 The client agrees further that the Stock Broker shall have the right to reject any order placed by the client for any reason and at any time without notice to the client.
- 2.11 The client agrees that, if any order (including square off order) is not accepted or not executed or cancelled, on the web-site or on direct terminals for any reason whatsoever, the Stock Broker shall have the right to treat the order as having lapsed. The client can not claim any notional profit or consequent notional loss due to order not being executed or cancelled by the exchange.
- 2.12 The client is aware that the electronic trading systems either at the Exchange or in the Stock Broker's offices are vulnerable to temporary disruptions, breakdowns or failures. In the event of non-execution of trade orders or trade cancellation due to the happening of such events or vulnerabilities due to failure/disruption/breakdown of system or link, Stock Broker shall be entitled to cancel relative contracts/(s) with the Client and shall not be able to execute the desired transactions of the client's. In such event, the Stock Broker does not accept responsibility for any losses incurred / that may be incurred by the Client due to such eventualities which are beyond the control of the Stock Broker.
- 2.13 The Stock Broker, may at its sole discretion permit execution of orders in respect of securities, irrespective of the amount in the balance of the account of the client.
- 2.14 The client agrees to abide with and be bound by all the Rules and Circulars that the Stock Broker may issue from time to time, and all rules, regulations and bye-laws of the Exchange as are in force pertaining to the transactions on his behalf carried out by the Stock Broker and the orders placed by him on the web-site or any other manner.
- 2.15 The systems used by the Stock Broker for providing e-broking services or dial up services are generally capable of assessing the risk of the client as soon as the order comes in. However, due to any reason whatsoever, if the order is processed without sufficient risk cover from the client, client shall be bound by such trade and shall provide such sum as may be required to meet his liability under the trade.
- 2.16 Any and all instructions issued by an authorised representative of the client shall be binding on the client in accordance with the letter authorising the said representative to deal on behalf of the client. All authentication of the authority of a client to instruct the Stock Broker to deal on behalf of the client shall be determined by the terms in this regard mentioned on the web site.
- 2.17 Cancellation or modification of the requests:
- 2.17.1 Cancellation or modification of an order pursuant to the client's request in that behalf is not guaranteed. The order will be cancelled or modified only if the clients request for cancellation and modification is received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution wherever possible
- 2.17.2 The clients shall not be entitled to presume an order having been executed, cancelled or modified until a confirmation from the Stock Broker is received by the client. However due to technical other factors the confirmation may not be immediately transmitted to or received by the client and such a delay shall not entitle the client to presume that the order has not been executed cancelled or modified unless and until the stock broker has so confirmed in writing.
- 2.17.3 The Exchange may annul a trade suo-moto without giving a reason therefore. In the event of such annulment, the Stock broker shall be entitled to cancel the relative contract(s) with the Client
- 2.17.4 All the pending orders are cancelled by the exchange, after the market is closed for the day,
- 2.18 The Stock Broker shall issue contract notes in terms of the SEBI (Stock Brokers and Sub-Brokers) Rules and Regulations, 1992 within twenty-four hours of the execution of the trade. Such contract note, if issued in physical form, shall be dispatched by the Stock Broker by courier/post or through any other medium of communication specified in the terms and conditions mentioned on the web-site, at the address mentioned in this agreement or at any other address expressly informed to the Stock Broker by the client and if the client has given a mandate to send the contract note in digital form, it shall be sent to the email id provided by the client in such Mandate. The Stock Broker shall not be responsible for the non-receipt of the trade confirmation due to any change in the correspondence address or E-mail Address of the Client not intimated to the Stock Broker in writing. The Client is aware that it is his responsibility to review the trade confirmations, the contract notes, the bills or statements of account immediately upon their receipt. All information contained therein shall be binding upon the Client, if the client does not object in writing to any of the contents of such trade confirmation/intimation within twenty four hours to the Stock Broker.
- 2.19 The Stock broker may allow/dissallow client from trading in any security or class of securities or derivatives contracts and impose such conditions for trading as it may deem fit from time to time.
- 2.20 Client is aware about the rules bye-laws and regulations of the Exchange and SEBI. Client is aware that dealing at unreasonable prices, making cross deals in illiquid scrips without economic rationale, price rigging and such other acts or trade practices are in violation of the Bye-Laws, Rules, Regulations of the Exchange and SEBI. The client hereby undertakes not to indulge into such malpractices.
- 2.21 The Stock Broker shall also send the Order/Trade confirmation slip through E-mail to the CLIENT at his request, after putting an order or on execution of order/trade on the NEAT Trading system, as the case may be. The CLIENT agrees that the information sent by Stock Broker by E-mail is deemed to be a valid delivery of such information by the Stock Broker.
- ### 3 DEMAT ACCOUNT
- 3.1 The client agrees to open, maintain and operate a valid demat account with the depository participant designated by Stock Broker.
- 3.2 The client agrees that the Stock Broker may require the client, at any time during the subsistence of any arrangement relating to the subject matter of these presents, to open one or more demat accounts with the depository participant designated by Stock Broker. The client agrees that the debit/ credit for all the transactions may be effected in this/these accounts
- 3.3 The Client also authorizes the Stock Broker to debit charges payable to depository participant for depository services to the trading account of the Client maintained with the Stock Broker.
- ### 4. BANK ACCOUNT(S)
- 4.1 The client agrees that the Stock Broker may, at any time during the subsistence of any arrangement relating to the subject matter of the presents, require the client to open one or more accounts with a designated bank. The client agrees that the debit/credit for all the transactions may be effected in this/these accounts.
- 4.2 The client agrees that the Stock Broker shall have the right, at any time during the subsistence of this agreement, to give any instructions pursuant to transactions covered under this agreement to the banks with whom it has affiliations or any other arrangement, in respect of the account of the client maintained with such bank. The client agrees that he shall have no cause of action in respect of any instruction that may be given to the bank in respect of the accounts maintained with such bank in pursuance of the presents.
- 4.3 The client agrees that the Stock Broker may reveal certain information available with the Stock Broker in the course of the arrangement with the client, to the bank with whom such client maintains bank accounts pursuant to these presents, and the client shall have no remedy therefrom.
- 4.4 The client agrees that in the event the designated bank terminates the agreement with the client in respect of the bank account maintained by the client with such designated bank, for any reason or informs the Stock Broker of any misdemeanor or transgression by the client in the operation of the account or in any other circumstance resulting in the closure or inoperation of the said bank account with the designated bank, the Stock Broker may, at its discretion terminate services to the client and the client shall have no remedy therefrom.
- 4.5 The client confirms that the bank account linked to the trading account is the valid bank account of the client.
- ### 5 OTHER SERVICES:
- 5.1 Stock Broker through its web-site www.sharekhan.com or any other means intends to offer various services ("the Services") to the Client. The Client may avail any or all such services that are introduced on www.sharekhan.com or any other application as may be offered (referred as "the Website"). These Services shall include but shall not be limited to transactions for the purchase or sale of shares and securities or an order for the purchase or sale of or an application for any offer or public issue of shares, scrips, stocks, bonds, debentures, units of any Mutual Fund or any other security or financial instrument, derivative, Small Saving Schemes, Bonds, Fixed Deposits, Public Provident Fund and insurance policies, products and services, whether local or general or otherwise or such other products or services that Stock Broker may in its absolute discretion introduce or offer from time to time (hereinafter referred to as "Investment Products").
- 5.2 The client has satisfied itself of the capacity of Stock Broker to offer services relating to investment by Client in Investment Products and the Client shall continue to satisfy itself of such capacity of Stock Broker before availing any services.
- 5.3 The transactions shall be executed in accordance with the applicable laws, byelaws, rules and regulations governing the specific Investment Product. Stock Broker may, from time to time, impose and vary limits on the orders which the Client may place including exposure limits, turnover limits, limits as to numbers etc. The Client agrees that Stock Broker shall not be responsible for any variation or reduction that may be deemed necessary by Stock Broker based on risk perception and other relevant factors .reason for which may not be disclosed to client.
- 5.4 Terms and conditions governing the purchase, sale or any other transaction in each of these Investment Products shall be displayed on the Website as and when they are introduced. Stock Broker shall be entitled to modify/ alter the said Terms and Conditions and such a change shall be displayed on Sharekhan.com. The use of services shall be deemed to be an acceptance by the Client of Terms and Conditions including any modifications/alteration thereto.
- 5.5 The Services shall be offered to the clients through the web-site www.sharekhan.com or any other application or mode.
- 5.6 The client shall furnish a duly filled on-line application form to Stock Broker indicating their intention to avail of the services being offered. In addition, the client shall execute a Power of Attorney authorizing Stock Broker to act on behalf of the client. Stock Broker may require production of original documents for verification of genuineness of the Client and Client shall produce any other documents as and when demanded within the purview of the law.
- 5.7 The client shall also maintain an account with the depository participant Sharekhan Limited and shall provide to Stock Broker a Power of Attorney authorising Stock Broker to debit/credit client's depository account to the extent required by the transactions conducted by the said client. Provided that this requirement may be waived by Stock Broker at its discretion, by suitable modification to the terms and conditions mentioned on the web-site.
- 5.8 Stock Broker, after being satisfied that the pre-requisites have been met by the client, may register the client as a Registered User of the web-site www.sharekhan.com for availing the Services as may be offered.
- 5.9 Stock Broker shall, open an account (hereinafter referred to as "the account") in the name of the registered user in the books of Stock Broker.
- 5.10 The client shall make an advance payment as may be required towards availing the Services being availed from time to time using the web-site www.sharekhan.com or any other mode. If for any reason the service request is processed by Stock Broker without receiving advance payment, the Client is obliged to pay the shortfall together with interest at 2% per month to the Stock Broker immediately on demand. Provided that Stock Broker may, at their discretion, at any time during the subsistence of the arrangements described in this Agreement, dispense with the requirement of advance payment mentioned in this clause, unless such advance is required as part of the Service process, in which case Stock Broker shall not proceed with rendering service on behalf of the client until such advance has been duly paid by the client. Stock Broker shall, after registration, and opening of the account, provide to the registered user, a log-in password which will enable him/her/them to avail of the Services (we may write online IPO's and other investment products) through the said web-site. The Services shall be available to the registered user subject to the terms and conditions mentioned on the website. . The client also agrees to indemnify Stock Broker broker from any loss, injury, claim or action instituted against Stock Broker arising from the misuse of the password by any party. Client may use the login-in password(s) as may be already provided to the Client, if the Client is using any of the Service being offered by Stock Broker. If the Client is non-individual, any person logging in for availing the Service shall be deemed to be authorized to transact on behalf of the Client.
- 5.11 **Subscription:**
- 5.11.1 Escrow Account: The client agrees to open, if required by the Stock Broker, an escrow account with a bank authorizing Stock Broker, by way of executing a Power of Attorney to this effect, to use the monies therein for availing of Services offered by the client. The client agrees that all refunds, if any, shall be credited to the said account. Further, the client agrees that all applications subscribed to by Stock Broker on his behalf shall be based on the balances available in the said escrow account. Transfer of funds by the Client from his account with a bank to the designated account of Stock Broker may also be used for fulfilling the Services being availed by the client.
- 5.11.2 The client agrees that the use of the "transfer cash" module available on the web-site shall be treated as a valid request to Stock Broker to transfer cash to/from the said trading account. Client agrees that the funds will be transferred to Client only on Client requesting for the same through Sharekhan.com or through any other mode.
- 5.11.3 All transfers to and from the escrow account or any other account shall be made in the manner and by following the procedure mentioned in the terms and conditions on the web-site. All transfers to the Stock Broker shall be made from the bank account held in the name of the Client only.
- 5.11.4 Notwithstanding, anything contained in any other arrangement between the parties hereto, the client authorises Stock Broker to release all payments due to them from the escrow account or any other account that they maintain in accordance with the terms hereof, against specific request in that behalf made in the manner and following the procedure laid down in the terms and conditions mentioned in the web-site.
- ### 5.12 BENEFICIARY OWNER ACCOUNT FOR DEMAT SECURITIES
- 5.12.1 The client has opened or agreed to open a valid Beneficiary Owner Account for Demat Securities (Demat Account) with the Stock Broker in its capacity as Depository participant or with any other Depository Participant as may be designated by Stock Broker
- 5.12.2 The client further agrees that all securities due from/to to the client on account of any transaction executed pursuant to the Services availed through the website of Stock Broker or otherwise shall be settled only through such Demat Account as has been opened pursuant to this agreement and that such settlement shall be valid discharge of obligation by Stock Broker.

- 5.12.3 All modifications to terms of service shall be made solely at the discretion of Stock Broker and shall be intimated to the client by a suitable modification to the terms and conditions on the web site. The registered user agrees to be bound by the modification so made to the web site.
- 5.13 TRANSACTION PROCESSING**
- 5.13.1 The client agrees that all transactions requested/initiated through the web-site or otherwise will be forwarded to the concerned party in whose Investment Product, the Client is dealing with, in accordance with the terms and conditions as displayed on the website and terms and conditions of the respective Investment Product as provided by the party issuing such Investment Product.
- 5.13.2 Stock Broker will update the client with the status of transactions requests received by Stock Broker through the electronic medium. Stock Broker may also send such information/confirmation by electronic mail or through any other mode as specified in the terms and conditions mentioned on the web-site, at the address mentioned in this agreement, or any other address as may be specified expressly by the client from time to time, to Stock Broker.
- 5.13.3 The client agrees that if, due to any reason whatsoever his transaction request is not accepted / processed, then in such an event the said transaction shall stand rejected and Stock Broker shall not be held responsible in any manner whatsoever. The client agrees further that Stock Broker may reject any transactions if the same are rejected by the party issuing the Investment Product or their authorized representatives, the client agrees that the order shall remain declined and shall not be re-processed, in any event.
- 5.13.4 Stock Broker may, at their sole discretion, reject any transaction/ application/order/bid placed on the web-site or any other mode due to any reason including non-availability of funds.
- 5.13.5 The client agrees further that Stock Broker shall have the right to reject any transaction placed by the client, for any reason and at any time without notice to the client. Provided that a transaction placed by the client may be rejected by Stock Broker, in the event of impossibility, or pursuant to any of the terms mentioned in this agreement, the circulars, rules, regulations, notifications, bye-laws or legislation of any regulatory authority, or pursuant to any terms/arrangement between the client and Stock Broker or the client and the depository participant, whether such arrangement is entered into prior to or during the subsistence of the present agreement.
- 5.13.6 The client agrees that, if the transaction is not accepted on the web-site or any other mode, for any reason, Stock Broker shall have the right to treat the transaction as having lapsed. The client agrees that Stock Broker shall not be liable or responsible for non-acceptance of the transaction of the Client due to any link/system failure at the end of the client, Stock Broker, Exchange, or any other party.
- 5.13.7 The client agrees, that in the event that there is a shortfall in the account opened pursuant to this Agreement with the bank or the depository participant, Stock Broker may, at their discretion, reject the client's transaction, or reduce the transaction size than that initiated by the client, or carry out the transaction after the money is credited to the client's account.
- 5.13.8 Stock Broker shall have the right to collect any monies or part thereof, that may become payable by the client at any time during the subsistence of the registration of the client with Stock Broker.
- 5.13.9 Stock Broker, may at their sole discretion permit clients to use the web-site for the routing of their transaction irrespective of the amount in balance in the account of the client.
- 5.13.10 The client agrees to abide with and be bound by all the Rules and terms and conditions that Stock Broker may issue from time to time through their web-site or through any other mode, and all the rules, regulations and bye-laws of the Exchange, Securities Exchange Board of India, any other regulatory body, or any other concerned person as are in force for transactions on their behalf carried out by Stock Broker.
- 5.13.11 The Client shall pay all charges to Stock Broker, for the purpose of opening and maintaining the account as aforesaid, and for providing the Services.
- 5.13.12 The Client shall act in compliance with the rules/circulars that Stock Broker may issue regarding the fees that may be charged and the operational details regarding the use of such services.
- 5.13.13 Stock Broker will update all transactions as and when there is any update available at its disposal through its web-site or any other mode.
- 5.13.14 Any and all instructions issued by an authorized representative of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the client.
- 5.14 Clearing and Settlement: Stock Broker will credit the securities due to client on account of any transaction carried out to the Demat account of the client with the designated Depository Participant or as per the terms and condition specified on the site
- 6 MAINTENANCE OF TRADING ACCOUNT**
- 6.1 The Client has requested and hereby authorizes the Stock Broker to consider his account with the Stock Broker and/or its group/associated companies/ sister concerns on a consolidated basis for the purpose of determining collection/payment of dues with respect to funds and securities due to/due from Stock Broker and/or its group/associated companies/sister concerns. The client has represented that this will facilitate him in day-to-day operations in movement of funds and securities. The Client has represented that he has given similar instruction to the group/associated companies/ sister concerns of the Stock Broker. In consideration of Stock Broker agreeing to this, the Client agrees that if any amount is overdue from/to him including the interest on delayed payment, the same shall be adjusted by the Stock Broker from dues owed to the Client by/from any of the group or affiliate/ associate/ sister company of the Stock Broker. Furthermore, any money owed by/from any group or affiliate/associate/sister company of the Stock Broker to/from the Client shall be offset against the dues owed by the Client to/from the Stock Broker. Thus the Client authorizes the Stock Broker to make adjustments and/or to set off a part or whole of the securities placed as margin/collateral, and/or any credit in any account of the Client so maintained with the Stock Broker or with any of its group/affiliate/associate/ sister company of the Stock Broker against the outstanding dues in any of the account maintained by the Client either with the Stock Broker or with any of its group/affiliate/associate/sister companies. This authorization shall be treated as standing authorization and any entry passed or adjustments done by the Stock Broker and its group/associated companies/ sister concerns to give effect to this authorization shall be binding on the Client. The client understands and confirms that this authorization forms basis for Stock Broker to give trading limits and for any other facilities offered by the Stock Broker to the Client. Merely on the ground that according to the rules bye-laws and regulations of the exchange and SEBI, the Stock Broker is required to maintain segmentwise/ exchangewise account of the Client, the Client shall not dispute such entries passed by the Stock Broker. For the purpose of giving effect to this arrangement, the Client expressly permits the Stock Broker to share information relating to the Client with its group/associated companies/sister concerns.
- 6.2 The Exchanges require the Stock Broker to maintain the client account for each Exchange/ segment separately. For this purpose Stock Broker may allocate the payment received from client and payments made to the client to any of the account of the client for any exchange/segment. Similarly the client authorizes the Stock Broker to pass such entries to adjust the debit/ credit balance of the client in trading account of one Exchange/segment to the other or vice versa. The client also authorizes the Stock Broker to maintain consolidated account of the client to facilitate the day-to-day operations. Such consolidation and segregation of client account as maintained by the Stock Broker shall be binding on the client. Without affecting the generality of the aforesaid the parties hereto agree as follows:
- 6.2.1 Money pay in to Stock Broker: The client agrees that all payments due to the Stock Broker will be made within the specified time and in the event of any delay, the Stock Broker may refuse, at their discretion, to carry out transactions on behalf of the client. The client agrees that alternatively, the Stock Broker may, at their sole discretion, square off such transactions or close-out the position and the costs/losses if any, thereof shall be borne solely and completely by the client. All payments made to the Stock Broker shall be from the account of client and shall not be from any third party.
- 6.2.2 Money pay out by Stock Broker: Notwithstanding anything contained in any other agreement or arrangement, if any, between the parties hereto, the client hereby authorises the Stock Broker to release all payments due to him from the trading account maintained with the Stock Broker, against specific request in that behalf made in the manner and following the procedure laid down in the terms and conditions. For the purposes of this clause, any request made through or on the web-site or otherwise intimated shall be sufficient for the Stock Broker to execute an instruction. Any payment made to the designated bank account as per information available with the Stock Broker shall be deemed to be payment made to the client.
- 6.2.3 Securities pay in to Stock Broker: All delivery to be effected to the Stock Broker for a trade, must be made within 24 hours from the execution of the sale order or 1 day before the pay-in date, whichever is earlier. Losses, if any, that may accrue in the event of default in completing the delivery on the Exchange by the Stock Broker as a result of any delay in the delivery by the client, shall be borne solely and completely by the client. Losses for the purposes of this clause shall include auction debits/penalty charges, if any incurred as a result of non-delivery of securities on the settlement date on the Exchange. No third party shares will be sold through the Stock Broker or third party payment should be made to Stock Broker and client will be solely responsible for any violation. If the client has sold any securities in anticipation of receipt of securities from the exchange against purchase in previous settlements, such sale shall be at the sole risk as to costs and consequences thereof of the client.
- 6.2.4 Securities pay out by Stock Broker: The Stock Broker may directly credit the demat account of the client with the depository participant Provided that if the order placed by the client through the web-site or otherwise is for securities which are in the no-delivery period, such securities shall be credited to the trading account of the client only at the time of settlement of trades, as per the schedule of the Exchange. However, if any sum is due from the client the Stock Broker may withhold the credit of securities to the demat account of the client. However the client authorizes the Stock Broker to withhold the securities to meet liabilities of client to the Stock Broker under this agreement.
- 6.2.5 Securities shortages in pay in and pay out: The client agrees to be bound by the Exchange rules and regulations as well as Sharekhan Policy in this regard. This will apply even for transactions done on behalf of the client, by the Stock Broker, either through orders placed through the use of the e-broking services, dial- up services of the Stock Broker or otherwise. The client understands and confirms that there could be shortage in deliveries, which is inherent to the settlement process. Sharekhan shall not be responsible for any loss, real or notional, incurred by the client for any shortage in delivery.
- In case of internal shortage of securities, any entry passed to the account of Client in accordance with practice consistently followed by the Stock broker across all its Clients shall be binding on the Client. Further in case of shortage of securities, the Client authorizes the Stock Broker to borrow shares on behalf of the Client and debit the charges for the same to the Client's account maintained with the Stock Broker.
- 6.2.6 Stock Broker is entitled to consider any sum or money or security lying to the credit of the Client as margin received.
- 6.2.7 In case the client authorizes the stock broker to adjust the balances and credit available in his/her account with Client's relative account, in such cases the stock broker is entitled to adjust the available balance in client's account with that of his relatives where an authority has been given by the client and such adjustment shall be binding on the Client. Further client agrees that not passing of Journal entries by the stock broker shall not amount to client denying such authorization.
- 6.3 The Client agrees that the Stock Broker may in its turn place any of the securities placed by him/her/it as Margin by way of pledge or hypothecation or margin on his behalf with exchanges, banks or other lending institutions to meet its own obligations, as the Stock Broker may deem fit. The Client authorizes the Stock Broker to do all such acts, deeds and things as may be necessary and expedient for the above purpose
- 6.4 The Client shall not have any right to proceed in any manner against the exchanges, banks or other lending institutions in respect of the securities pledged by the Stock Broker in the matter of any dispute between the Client and the Stock Broker, which may or may not concern securities provided by the Client.
- 6.5 The Client and the Stock Broker hereby agree and confirm that all rights, liabilities and obligations pertaining to the pledged securities shall be subject to the rights of the exchanges, banks or other lending institutions, in whose favour pledge has been created by the Stock broker. The Client hereby further agrees and confirms that the pledge created in favour of exchanges, banks or other lending institutions by the Stock broker shall not be released or discharged until repayment of the loan availed by the Stock broker from exchanges, banks or other lending institutions. The Client shall raise no objection to any action taken by exchanges, banks or other lending institutions against the Stock broker pursuant to the aforesaid pledge.
- 7 REPRESENTATIONS AND WARRANTIES**
- 7.1 The Client agrees that he has the required legal capacity and is authorized to enter into this agreement and is capable of performing his obligations and undertakings. Also the client hereby warrants that the terms of the presents are not in contravention of any rights of any party with whom such client has any arrangements, at any time during and prior to the execution of this Agreement.
- 7.2 All actions required to be taken to ensure compliance of all the transactions, which the client may enter into pursuant to this Agreement with all applicable laws, shall be completed by the client prior to such transaction being entered into.
- 7.3 Any instructions given by an Authorised representative of the client to the Stock broker or to Stock Broker's representative, shall be binding on the Client.
- 7.4 The client agrees that he is trading for his own account and shall not act as a Sub-broker of the Stock Broker without the prior written permission of the Stock Broker and without obtaining the certificate of registration from the Securities and Exchange Board of India (SEBI).
- 7.5 Though the agreement has been divided into sections governing transactions in various segments/services, the agreement shall be binding on the parties in its entirety. Entering into this agreement governing transactions in multiple segments/services shall not be a reason for disputing any transaction or account of client with the Stock Broker.
- 7.6 The client warrants that he has, maintained and operates a valid account with a designated bank for execution of orders through the E-broking facilities or otherwise.
- 7.7 The client agrees to provide and continue to provide all details about themselves as may be required by the Stock Broker including but not restricted to PAN Number or Unique Identification Number (issued by SEBI) and states that all details and facts represented to the Stock Broker are true.
- 7.8 The client represents and warrants to the Stock Broker that all the information provided and statements made in the clients account application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the client is aware that the Stock Broker has agreed to provide the Stock Broker's service to the client on the basis interalia, of the statements made in client's account application.
- 7.9 The client is aware and acknowledges that the trading over the internet, through computers involve many uncertain factors and complex hardware, soft ware, systems, communication lines, peripherals etc. which are susceptible to interruption and dislocation and the Stock Broker's services may at any time be unavailable without further notice. The Stock Broker's and the Exchanges do not make any representation or warranty that the Stock Broker's services will be available to the client at all times without any interruption. The client agrees that he shall not have any claim against the Exchanges or the Stock Broker on account of any suspension interruption, non availability or malfunctioning of the Stock Broker's system or service or Exchanges' system or service for any reason what so ever.
- 7.10 The Stock Broker states that it has complied with and will continuously comply and if not complied proposes to comply with all statutory and regulatory requirement to offer the E-broking services through the Web site www.sharekhan.com and for dealing in cash and derivative segment of the exchange.
- 7.11 The client warrants that all or any securities deposited by him with the Stock Broker in respect of margin requirements or otherwise, are owned by him and that the title thereof is clear and free of encumbrances.
- 7.12 The Client understands that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Stock broker or otherwise. The Client understands that the Exchange does not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. Neither the Stock broker nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.
- 7.13 The Client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost.

- 8 FEES AND BROKERAGES, DEFAULT BY THE CLIENT, TERMINATION AND ARBITRATION, etc. TERMS OF CONSIDERATION**
- 8.1 **COMMISSIONS AND BROKERAGE:** All commissions and charges leviable on transactions in securities pursuant to this Agreement shall be payable as mentioned below;
- 8.2 The Client agrees to pay the stock broker brokerage, commission, fees, service tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transactions, and the services that he receives from the stock broker. The Stock Broker shall charge brokerage to the clients at a rate as mentioned on the web-site or otherwise intimated and as may be mutually agreed and modified from time to time.
- 8.3 A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by the Stock broker to the Client from time to time upon request by the Client subject to the terms and conditions on the website
- 8.4 **USER FEES/ OTHER CHARGES:** The client agrees that the Stock Broker may charge user fees for the use of any other service including but not restricted to the e-broking services and dial up services, at a rate mentioned on the web-site or otherwise intimated and as may be modified from time to time. The stock broker may charge the client on account of processing cost associated with issuance of physical contract note. The Stock Broker may charge any other relevant charge in the manner intimated on the web-site or in any other manner from time to time including but not limited to Trade Commissions, Service Tax, Turnover Charges, Tax Expenses incurred, Stamp Duty, etc., as applicable.
- 8.5 The Client also agrees and authorizes the Stock Broker, upon receipt of intimation from the designated depository participant, to debit the trading account of the client towards depository charges payable by the client to the designated depository participant and make onward payment to the designated Depository Participant.
- 8.6 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.
- 9 DEFAULT AND CONSEQUENCES THEREOF**
- 9.1 The client agrees that he shall be deemed to have defaulted the terms of this Agreement in circumstances including but not restricted to the following:
- 9.1.1 Any delay in payment of margins, charges or delivery in respect of this agreement for transactions executed on behalf of the client.
- 9.1.2 Any contravention of the terms contained in this Agreement or on the web site.
- 9.1.3 Any misrepresentation or false statement or omission, or misleading information supplied by the client to the Stock Broker.
- 9.2 In the event of default under this agreement by the client, the Stock Broker shall be entitled to any or all of the following courses of action.
- 9.2.1 Immediate termination of this agreement and terminations of provision of services in terms of this agreement;
- 9.2.2 Other remedies as may be available in terms of the law in force, at that point of time.
- 9.2.3 Arbitration in terms of this agreement.
- 9.2.4 Charge of an amount that shall not exceed the actual losses incurred by the stock broker consequent to the default along with the interest at market rates.
- 9.2.5 The client agrees, that without prejudice to any other remedy or right prescribed in the presents, the Stock Broker may charge daily interest at the rate of 2% per month or such other rate as may be communicated from time to time for any delay in the payment of charges, margin or any other sum due to the stock broker as the case may be.
- 10 SET-OFF**
- 10.1 The client authorises the Stock Broker to block securities against pending order or pledge securities in favor of the Stock Broker against any of his dues, provided that this requirement may be waived by the Stock Broker, at its discretion, by suitable modification to the terms and conditions.
- 10.2 The right of set off shall extend to the trading account of the client with respect to transactions with the associated concerns, affiliates or sister concerns of the Stock Broker as though such accounts are maintained with the Stock Broker.
- 11 VERIFICATION** Stock broker may adopt any such processes or procedures to verify the genuineness of the client and the documents submitted by the client from time to time and client agrees to comply with such processes and procedures. Such processes and procedures may involve appointment by stock broker an outside agency.
- 12 INVESTMENT OR ANY OTHER ADVICE**
- 12.1 The client agrees that the Stock Broker shall not be required to provide the client with any form of legal, tax, investment or accounting related advice. Or advise regarding the suitability or profitability of a security or investment.
- 12.2 The client agrees that none of the services available on the web-site or through any literature or brochure issued by the Stock Broker shall amount to investment advice on the part of the Stock Broker.
- 12.3 The Client also acknowledges that the Stock broker's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from the Stock broker or any of its employees.
- 12.4 The Client agrees that in the event of the Stock broker or any employee or official of the Stock broker providing any information, recommendation or advice to the Client, the Client may act upon the same at the sole risk and cost of the Client, and the Stock broker shall not be liable or responsible for the same.
- 12.5 The Stock broker, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the Client.
- 12.6 The Client assumes full responsibility with respect to his Decisions, Investments, and transactions.
- 13 MISCELLANEOUS**
- 13.1 The singular shall include the plural where the context so admits and vice versa.
- 13.2 The masculine shall include the feminine and the neutral and vice versa.
- 13.3 The client agrees to abide by operational procedures laid down by Stock Broker regarding banking transactions, billing etc. and any changes made in these procedures from time to time and mentioned on the web site.
- 13.4 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 & circulars issued there under. Further, provisions of this agreement shall be subject to the Exchange Provisions, the Rules, Bye-Laws, Regulations, and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made there under and as amended from time to time.
- 14 MODIFICATIONS**
- 14.1 All modifications to this Agreement shall be made solely at the discretion of the Stock Broker and shall be intimated to the client by a suitable modification to the terms and conditions or other applicable section on the web-site or in any other manner.
- 14.2 The client agrees that a modification to the information in the terms and conditions section on the web-site or any other applicable section and a display of the modification for the duration of the applicability of such modification to the circumstances of the client, shall be sufficient notice to the client, to take note of such modification.
- 15 **ASSIGNMENT:** The client agrees that the Stock Broker may at any time during the subsistence of these presents, without requirement of issuing any notice to the client, assign, transfer or otherwise alienate, by executing an agreement or in any other manner, all or any of its rights and/or obligations in terms of this Agreement to any person or entity including but not limited to its affiliates, associates or sister companies and the rights and obligations of the Stock Broker under this Agreement or any amendment or modification hereto shall vest and ensure for such assignee without any further act, deed, matter or thing and the client agrees to the same.
- 16 **NOWAIVER:** The failure on the part of Stock Broker from taking any action against the client for any breach or breaches of the Agreement shall not constitute a waiver by the Stock Broker of any subsequent or continuing breach thereof by the client.
- 17 INDEMNITY**
- 17.1 The Stock Broker shall be indemnified by the client in case of any action initiated against the Stock Broker by any party not privy to this contract, and it shall be the duty of the client to bear out of their funds, all costs, losses and expenses which any such Stock Broker may incur or become liable to pay, by reason of any event in the course of the use of the said services of the client.
- 17.2 In the event of death or insolvency of the client, winding up or liquidation, or their otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, the Stock Broker may close out the transaction of the client and the client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.
- 17.3 The client is aware that authentication technologies and strict securities measures are required for internet trading through order routed system and undertake to ensure that the password of the client and/or their authorised representatives are not revealed to any third party. The client also agrees to indemnify the Stock Broker from any loss, injury, claim or any action instituted against the stock broker arising from the misuse of the password by any party.
- 17.4 The client shall indemnify and keep indemnified the Stock Broker harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, changes and/or expenses that are occasioned or may be occasioned to the Stock Broker directly or indirectly, as a result of bad delivery of shares/securities and/or as a result of fake/forged/stolen shares/securities/ transfer documents that are introduced or that may be introduced by or through the client during the course of his dealings/operations on the Exchange.
- 18 **FORCE MAJEURE:** The Stock Broker shall not be responsible for delay or default in the performance of their obligations due to contingencies beyond their control, such as (including but not limited to) losses caused directly or indirectly by exchange or market rulings, suspension of trading, fire, flood, civil commotion, earthquake, war, strikes, failure of the systems, failure of the internet links or government/ regulatory action.
- 19 **SEVERANCE :** In the event of any one or more of the provisions contained in this Agreement becomes invalid, illegal or unenforceable in any respect under any law for the time being in force, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be prejudiced or affected thereto.
- 20 The Client dispenses with the requirement of sending any communication in physical form. Any communication sent by the Stock Broker in electronic form to the known E-mail address of client or through access to the web-site of Stock Broker described in this agreement shall be binding on the client.
- 21 **NOTICES :** All notices, correspondences or communications issued under this agreement shall be served in any one or more of the following modes of communications and such notice or communication shall be served at the ordinary place of residence and/or last known web address / residing address and/or at the ordinary business address of the party to this agreement such as:
- a) by hand delivery
- b) by post
- c) by registered post
- d) under certificate of posting
- e) by telegram
- f) by electronic mail or fax
- g) by affixing it on the door at the last known business or residential address.
- h) by oral communication to the party or on the last known telephone number or on the recording machine of such number.
- i) by advertising in at least one prominent daily newspaper having circulation in the area where the last known business or residential address of the party is situated.
- j) By notice posted on the notice board of the Exchange if no address is known. Any communication sent by the Stock Broker to the Client shall be deemed to have been properly delivered or served, if such communication is returned to the Stock Broker as unclaimed / refused / undelivered, if the same was sent in any one or more of the above modes of communication to the ordinary place of residence and/or last known web address / residing address and/ or at the ordinary business address of the party to this agreement.
- 22 TERMINATION:**
- 22.1 Unless specified otherwise, both parties shall be entitled to terminate this agreement at will and without giving any reasons to the other party but not without giving a notice in writing of not less than 30 days that shall be dispatched to the address mentioned in this agreement. However, such cancellation or termination shall not have any effect on any transaction(s) executed prior to the date of such notice of termination and the rights and obligations in respect of such transactions shall continue to subsist in terms of this agreement, and / or the terms and conditions as prescribed.
- 22.2 This agreement shall become effective on the date first written above or the commencement of first transaction, whichever is earlier and shall remain in full force unless and until terminated.
- 22.3 In the event of a Governmental action or action from any regulatory authorities debarring the Stock Broker from carrying on business or rendering it impossible to transact the business or broking or E-broking, this agreement shall stand terminated.
- 22.4 The termination of this Agreement shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination.
- 23 **Jurisdiction:** Subject to Stock Broker Client Agreement, Courts in Mumbai shall have exclusive jurisdiction for the purpose of giving effect to these Terms and Conditions.

Date:
To
Sharekhan Limited
A/206, Phoenix House,
Senapati Bapat Marg,
Lower Parel (W),
Mumbai -400013

Sub: Application for the allotment of NRI code.

I wish to appoint you as my Clearing Member for clearing and settlement of trades done on the futures and options segment of NSE. My details are as follows:

Name (as appear in Passport)	
Passport no	
NRO Bank A/c No	
Telephone NO	
Email ID	
Current Address	
Permanent Address in India	

We request you to kindly get an NRI client code allotted by NSE/NSCCL for the same.

I undertake that all the trades executed through the above allotted NRI Client code will be on my* behalf.

(*If the NRI Client code application is for an HUF then the details of the Karta (Manager) has to be given in the application and in the undertaking should be provided as follows: "I undertake that all the trades executed through the above allotted code will be on behalf of HUF")

Yours sincerely,

(21) 

Name & Signature

Date: **(Voluntary)**
To
Sharekhan Limited
A/206, Phoenix House,
Senapati Bapat Marg,
Lower Parel, Mumbai-400013.

This is with reference to my passport number _____ submitted as an identity and address proof which was issued on _____ and having an expiry date _____.

I hereby undertake that the above passport is the only passport that I hold in my name.

Or*

I hereby undertake that the following passports are held by me :

Sr. No.	Place of issue (country)	Passport Number	Date of Issue	Date of Expiry

Thanking you

Yours faithfully

Signature: (22) 

Name : _____

* strike of the option which is not applicable

To,

M/s. Sharekhan Ltd.

A-206, Phoenix House, 2nd Floor,
Senapati Bapat Marg, Lower Parel,
Mumbai - 400 013

Sub: Undertaking for not deducting tax.

In pursuant of my business in future & option market in India with your company I hereby confirm that:

- 1) I am Tax resident of _____ country.
- 2) I am the recipient as well as the beneficiary of the income earned out of transaction done by me in the F & O segment with your company.
- 3) I have no permanent establishment as defined in the Double tax avoidance agreement between India & my country Viz _____
- 4) I further confirm that I have no fixed base regularly available for the purpose of performing the activities in India.

Signature

(23) 

Date :

Date: _____

(Voluntary)

Name : _____

Client Code: _____

Address: _____

To,

Sharekhan Limited

A-206 Phoenix House, 2nd Floor
Senapati Bapat Marg, Lower Parel
Mumbai - 400 013.

Dear Sir,

With respect to the member client executed between us we authorize you to do the following:

1) Maintenance of our/my account on a running account basis.

Notwithstanding anything contrary contained in the agreement between us, we/I hereby request you to maintain my account, both securities and funds, with you on a running account basis. This will facilitate me in our/my transactions through you. We/I also request your to consider the balances in our/my running funds and securities account with you for the purpose of margins/any other obligations due to you. In view of the above it would be proper for you to release the funds and securities due to us/me on our/my specific request, either written or oral. You may charge the cost of holding securities to our/my account with you.

2) Adjustment of account between exchanges and segments.

Notwithstanding anything contrary contained in the agreement between us, I/We hereby inform you that I/we have executed/desire to execute an agreement with Sharekhan Limited for trading on the National Stock Exchange of India Limited (NSE), The Bombay Stock Exchange Limited, (BSE) and/or any other Exchange in cash and derivative segment. I/We hereby request you to transfer, make adjustments and/or to set off a part or whole of the securities placed as margin and/or any surplus funds in any of my account/(s) maintained with you against the outstanding dues payable if any, by me/us in any of my/our account/(s) maintained with Sharekhan limited. Sharekhan will have right lien on the credit balance in any of my/our accounts. Any entries passed by you in accordance with this authorization shall be binding on me/us.

3) Authority to debit the Demat Account operating charges Beneficiary Code:

1. I/we have a beneficiary account with Sharekhan (DP) with client id as mentioned above.
2. Further I/we have a trading account with Sharekhan (trading code as mentioned above) for investment and trading purpose.
3. I/we find it extremely inconvenient to give cheques against your depository bills.

I hereby authorize you to debit the trading account maintained with Sharekhan for the debit charges payable to Sharekhan as Depository Participant for providing depository services. Any such sum debited to my/our account shall be binding on me/us.

4) Authority to debit the Trading Account Opening Charges.

I hereby authorize you to Debit the Trading account maintained with Sharekhan for the account Opening Charges for offline trading Account payable to Sharekhan. Any such sum be debited to my/our account shall be binding on me/us

5) Speed Trade Access Charges.(applicable for online trading only)

I/We hereby agree to the terms and conditions for the SpeedTrade™ Access Charges, namely:

1. You are authorized to debit to my account with you, an amount of Rs. 500/- (Rupees Five Hundred only) (exclusive of statutory charges) on a monthly basis, towards Access Charges for Speed Trade.
2. I/we understand that this Access Charge will be refunded to me at the end of each quarter subject to the condition that net brokerage generated by you from the transactions carried on by me is in excess of Rs.1500/- (Rupees one thousand five hundred only) in the said quarter.
3. You are also authorized to deactivate my Speedtrade account in the event of you not being able to recover the Access Charges due to you, or due to any other terms and conditions imposed by you for the access of Speedtrade.
4. In such a scenario, wherein my Speedtrade account is deactivated due to Nonpayment of Access Charges, I will be permitted to use your Website trading product.
5. I agree and bind myself to any of the terms and conditions, as may be imposed by you from time to time, for the usage of Speedtrade™

Any entries passed by you in accordance with this authorization shall be binding on me/us.

6) Mandate to issue contracts, Statement of Funds and Securities, copy of member client agreement and registration form in Digital format.

I/We understand and agree that in compliance of the obligations contained in the said agreement, Sharekhan sends electronic communication including digitally signed contract notes, ledger statements, bills, member client agreement as well as registration form and other communications (Hereinafter referred to as electronic communications) on the email address provided by me/us to Sharekhan.

I/We understand that the acceptance of the below mentioned terms and conditions through the electronic form shall be construed as a valid acceptance shall be valid and binding on me/us.

I/We hereby agree and give consent to accept the contract notes for transactions carried on by me/us with/through Sharekhan, in Digital form. I/We further agree to and give consent to Sharekhan, to send the Statement of Funds and Securities on the below mentioned email IDs. I also authorize Sharekhan to send any other important notices and communications including changes in the terms and conditions to the email ids mentioned in this mandate letter.

All such Contract notes and Statement of Funds and Securities and other correspondences may be sent to _____ and/or my mail account opened with Moneypost.in as is informed to you by the service provider (email account) based on explicit instructions from me/us. I/we undertake to check the contract notes and bring the discrepancies to Sharekhan's notice within 24 hours of issuance of the contract notes. My/our non-verification or not accessing the contract notes on regular basis shall not be a reason for disputing the contract note at any time. Digital contract notes / any statements / circular / notice issued and sent to the above mentioned email id by Sharekhan, subject to the terms and conditions specified below

Now therefore in addition to the above, I / We request Sharekhan to take note of the following

1. I/We hereby agree and give consent to accept the contract notes for transactions carried on by me/us with/through Sharekhan, in Digital form. I/We further agree to and give consent to Sharekhan, to send the Statement of Funds and Securities on the below mentioned email IDs. I also authorize Sharekhan to send any other important notices and communications including changes in the terms and conditions to the email ids mentioned in this mandate letter
2. I/We request Sharekhan to send my trading and browsing password to the said email accounts.
3. I/we undertake to check the contract notes and bring the discrepancies to Sharekhan's notice within 24 hours of issuance of the contract notes. My/our non-verification or not accessing the contract notes on regular basis shall not be a reason for disputing the contract note at any time

Digital Contract Notes

1. The Digital Contract notes will be issued in digital form in compliance with the guidelines issued by SEBI/Exchanges from time to time.
2. Digital Contract notes will be mailed to the E-mail address provided to us in the format as may be prescribed by the Exchanges from time to time
3. Digital Contract notes will also be available at URL <https://www.mysharekhan.com>
4. I/We understand that Digital Contract notes can be viewed on URL by using the username & password.
5. I/We understand that the digital contract notes will be archived at an interval of 15 days, and that if the same are required to be viewed for a period prior to 15 days I/We shall request for the same in writing.
6. In case of any failure in system or errors in digital contract notes, contract notes will be issued in physical form, which shall be binding on the me/us.
7. Discrepancies, if any, would be sent to the branch or to E-mail myaccount@sharekhan.com within 24 hours of issuance of digital contract notes.

Other Communications (such as Statement of Funds and Securities / Important announcements and notices)

8. All Other communication should be emailed to me/us at the email id given above.
9. In case of Statement of Funds and Securities, I/We would have time to report the discrepancies within 30 Days of the issuance of the Statement.
10. In case of Important Announcement and Notices, I/We will raise the query within the time specified in the respective communication. If I/We are not able to respond within the time specified, it shall be assumed that I/We have taken the note of the communication and I/We do not have any objection and/or query on the said communication.
11. Feedback or objections would be raised by sending an email to myaccount@sharekhan.com or any other specified email mentioned in the communication.

Other Clauses

12. Any changes in the above terms and conditions shall be intimated to me/us from time to time through an email or letter. Any changes that I/We require in the above would be further intimated to Sharekhan by way of an email or letter.
13. I/We understand that Sharekhan shall be discharged of its obligation of sending contract notes, if Sharekhan sends the same on either of the email accounts provided hereunder. Further in case Sharekhan does not receive bounced mail intimation from either email account, it shall be construed as a valid delivery.
14. I/We understand that non receipt of bounced mail intimation to Sharekhan shall be considered as a valid delivery to me/us and Sharekhan shall not be responsible for the consequences thereof.

I/we confirm that all other terms and conditions mentioned in the member client agreement, including all voluntary clauses and confirmations, accepted by me/us shall continue to remain binding.

I/We request you to take the above on record and proceed accordingly.

I hereby accept to the above mentioned terms and conditions.

Yours faithfully,

(25) _____

(Client signature)

Name of the client:

To,

NetGains Technologies,
C-102, Manika Apt, Mahakali caves road,
Near Mahakali bus depot, Andheri (E),
Mumbai 400093, India.

Sub : Request for opening Email Account

Dear Sir,

I have opened a broking account with Sharekhan Limited (Sharekhan). In this regard to facilitate the receipt of important notices, contract notes and other communication, I request you open an email account for myself and provide the details to Sharekhan for the same.

On opening the account, I have received a customer identification number, I request you to obtain the customer ID from Sharekhan and open the account in the style of shrcustomerID@moneypost.in

I request you to provide a confirmation of the creation of the email account to myself and Sharekhan.

Kindly take the above on record and oblige.

This above mentioned email id may also be considered as my authorized email id along with the email id given by me during A/c opening process.

Name of the client and signature.

IRREVOCABLE POWER OF ATTORNEY - NRE

(Voluntary)

KNOW ALL MEN BY THESE PRESENTS THAT I/We Mr./Mrs./M/s.
.....
.....
an individual / a sole proprietary concern / a partnership firm / a body corporate / trust,
registered / incorporated, under the provisions of the Indian Partnership Act, 1932 / the
Companies Act, 1956 or any relevant Act, having his / her / its residence / registered office/
place of business at.....
.....

(hereinafter referred to as "the client") wish to avail / have availed the Broking/E-broking facilities
and other services offered (hereinafter referred to as "Services") by Sharekhan Ltd. (hereinafter
referred to as "Sharekhan"), company incorporated under the Companies Act, 1956 and having its
office at A-206, Phoenix House, Senapati Bapat Marg, Lower Parel, Mumbai-400013 and is a
Member of The National Stock Exchange of India Limited (NSE) and Bombay Stock Exchange
Limited (BSE) respectively (hereinafter referred to as "the Exchanges")

Whereas in the course of availing the services and for meeting the settlement obligations
thereof on the Exchanges, I/We do hereby nominate, constitute and appoint M/s. Sharekhan
Limited, acting through their Directors and/or duly authorized employees for the purpose, as
my/our true and lawful attorneys to do, execute and perform severally the following acts,
deeds, matters and things, provided the attorney complies with all the applicable conditions of
all or any of their services offered by them in their capacity as Stock Brokers or otherwise or
by any of their associates offering similar services.

- To have and exercise the powers and / or authority, and to do and / or execute the acts,
deeds matters and things specified in agreement between Stock Broker and the Client.
- To have and exercise the powers and / or authority, and to do and / or execute the acts,
deeds matters and things specified in agreement between Sharekhan and the Client.
- To open, operate depository account(s) with Sharekhan Limited ("the Depository
Participant") which is registered as a Depository Participant registered with the
Securities and Exchange Board of India (SEBI).
- To sign instructions on my behalf with respect to debit/credit/ the depository account(s)
for the credit or benefit of my/our account with Sharekhan, for the transactions carried
by me/us with Sharekhan, or for fulfillment of any amount due and payable by me/us (by
whatever name called) to Sharekhan
- To issue instructions relating to dematerializing or rematerializing of securities,
freezing accounts, defreezing accounts, executing delivery/receipt instructions, pledge
instructions, pledge creation, pledge invocation, pledge closure instruction, lending and
borrowing instructions, to operate the depository account by issue and receipt of
instructions for the said purposes and such other authorization given by me/us severally
on behalf of all of us, or all/ any of us jointly, in any electronic form, in any format and at
any time either through the portal of the Sharekhan or through the internet or any other
electronic mode, will be a valid instruction Sharekhan above named to intimate the same
to the Depository Participant for the purposes of debiting or crediting my account opened
with the Depository Participant(s).
- To validate on my/our behalf any such instruction so given to the Depository
Participant(s), in written / physical or any other form as may be required by the
concerned depository participant.
- For these purposes and to this extent, the Member Broker above named is empowered by
me/us, to affix their signatures to any document, form or any other record, being a
delivery instruction given by me/us to the said depository participant, as required by the
concerned depository.
- I/We also undertake to pay such demat charges/fees and such other charges incurred by
Sharekhan under this power of attorney and that I/We further authorize the Sharekhan to
debit my/our account with the said charges as and when the same becomes due for payment
and I/We hereby undertake to pay the same immediately on demand made by Sharekhan.
- This power of attorney shall be valid for any transaction carried on by any of us with
Sharekhan and it will be in order for Sharekhan to credit any proceeds to the account of
any/all of us with Sharekhan irrespective of our pattern of holding. This power of
attorney shall be valid even though the order of name in the depository account is not as
mentioned in the power of attorney.
- To register this Power of Attorney with the Depository Participant and/ or with any other
party concerned.
- To apply for, subscribe to or enter into correspondence with respect to any Initial Public
Offers/Offers for Sale of Securities of the companies or any other "Investment Products"
offered through the website www.sharekhan.com (owned by Sharekhan Limited) or any
other means as per the instructions made available to them by me/us by electronic mail
or through any other mode as specified on the website or otherwise.
- To sign all applications or any other documents relating to such Initial Public
Offers/Offers for Sale or any other investment products.
- To sign any application, enter into any agreement to complete any transaction requested
to through the Web-site or otherwise.
- To make payment to any party on my/our behalf to fulfill the transaction requested by me/us.
- To enter into correspondence with any party with respect to any transaction in any
Investment Products.
- To forward all such applications placed through the website to the online-IPD module of
the concerned Exchange or owner/issuer of "Investment Product".
- To receive intimation from the Exchange and any other party regarding the
allocation/allotment/rejection/regret of the securities or such other "Investment
Product" applications/subscriptions/withdrawal or any other communications.
- To Confirm having read and understood the contents of the offers documents of various
schemes of the mutual funds in which the company may invest on behalf of me/us and not
to hold the mutual funds / asset management company / Sharekhan liable for any
transaction processed on the basis of information provided by the company.
- To correspond with and give notice to the corresponding asset management company /
body corporate(s)/issuer/registrars and transfer agent of securities including giving
instructions with regard to nomination/change in investment plans/any other changes
that may be necessitated.
- To deposit/transfer on allotment, the securities, debentures, units of the mutual funds and/or
all other investments products applied through Sharekhan, on allotment, to my/our
Beneficiary Ownership Demat Account opened for the purpose with the Sharekhan-DP.
- To do all other acts and things as may be necessary to effect the subscription/purchase
/redemption or any other transaction in any Investment Product for which services
availed from Sharekhan.

- To debit my Trading account towards monies/fees/charges etc. payable to Sharekhan or to a
Third Party service provider or to any of the affiliates/subsidiaries of Sharekhan by virtue
of I/We using/subscribing to any of the facilities/services provided either by Sharekhan or
through a Third Party service provider or by any other security or financial instrument on
behalf of me/us though Sharekhan or any third party.
- To bind ourselves with respect to any instruction given by first holder or any other holder to
Sharekhan
- To appoint or remove any agent or agents or substitute or substitutes with all or any of the
powers herein contained in order to enable such agent of or substitute(s) to exercise all or
any of the powers given by me/us to the said attorney.
- To retain all originals of the documents executed by me/us.
- My attorney/Sharekhan shall not be liable for any loss that may result from failure/inability
in electronic connectivity of rejection of my/our application for any reason whatsoever.
- We the joint holders of demat account agree, ratify and confirm that the client herein above
mentioned shall be the exclusive beneficiary of the transactions carried out pursuant to this
power of attorney the Director(s) and/or the Authorized Signatories, who have in token
thereof, subscribed their signature thereto.

That the Power of Attorney herein referred to is irrevocable until all dues payable by me/us to
SSKI and/or Sharekhan or any of their associated concerns are satisfactorily settled and agreed
to between ourselves.

That, I/we hereby declare that all the actions taken by my/our above mentioned attorney (herein
Sharekhan) in this regards shall be deemed to be actions done by me/us and if necessary shall be ratified
by me/us on the instructions of the said attorney and that such actions will be bonding on me/us.

I/we agree that Sharekhan is entitled to credit the proceeds of any instruction. This document
shall be subject to the jurisdiction of the courts in Mumbai. In witness whereof I/we have
executed this Irrevocable Power of Attorney on the day, date and year herein below mentioned.

Dated at Mumbai this _____ day of _____

(In case of an Individual)

1) First Holder Name: _____

Signature: (26) _____

2) Second Holder Name: _____

Signature: (14) _____

3) Third Holder Name: _____

Signature: (12) _____

Witnesses :

1. Name: _____

Address: _____

Signature: _____

2. Name: _____

Address: _____

Signature: _____

(In case if Client is a Company) :

The Common Seal of _____ has been affixed hereunto in accordance to the
Articles of Association and in pursuance to the resolution of the Board of Directors dated In the
presence of :

(1) _____

(2) _____

the Director(s) and/or the Authorized Signatories, who have in token thereof, subscribed their
signature thereto

SEAL

IRREVOCABLE POWER OF ATTORNEY - NRO

(Voluntary)

KNOW ALL MEN BY THESE PRESENTS THAT I/We Mr./Mrs./M/s.
.....
.....
an individual / a sole proprietary concern / a partnership firm / a body corporate / trust,
registered / incorporated, under the provisions of the Indian Partnership Act, 1932 / the
Companies Act, 1956 or any relevant Act, having his / her / its residence / registered office/
place of business at.....
.....

(hereinafter referred to as "the client") wish to avail / have availed the Broking/E-broking facilities
and other services offered (hereinafter referred to as "Services") by Sharekhan Ltd. (hereinafter
referred to as "Sharekhan"), company incorporated under the Companies Act, 1956 and having its
office at A-206, Phoenix House, Senapati Bapat Marg, Lower Parel, Mumbai-400013 and is a
Member of The National Stock Exchange of India Limited (NSE) and Bombay Stock Exchange
Limited (BSE) respectively (hereinafter referred to as "the Exchanges")

Whereas in the course of availing the services and for meeting the settlement obligations
thereof on the Exchanges, I/We do hereby nominate, constitute and appoint M/s. Sharekhan
Limited, acting through their Directors and/or duly authorized employees for the purpose, as
my/our true and lawful attorneys to do, execute and perform severally the following acts,
deeds, matters and things, provided the attorney complies with all the applicable conditions of
all or any of their services offered by them in their capacity as Stock Brokers or otherwise or
by any of their associates offering similar services.

- To have and exercise the powers and / or authority, and to do and / or execute the acts,
deeds matters and things specified in agreement between Stock Broker and the Client.
- To have and exercise the powers and / or authority, and to do and / or execute the acts,
deeds matters and things specified in agreement between Sharekhan and the Client.
- To open, operate depository account(s) with Sharekhan Limited ("the Depository
Participant") which is registered as a Depository Participant registered with the
Securities and Exchange Board of India (SEBI).
- To sign instructions on my behalf with respect to debit/credit/ the depository account(s)
for the credit or benefit of my/our account with Sharekhan, for the transactions carried
by me/us with Sharekhan, or for fulfillment of any amount due and payable by me/us (by
whatever name called) to Sharekhan
- To issue instructions relating to dematerializing or rematerializing of securities,
freezing accounts, defreezing accounts, executing delivery/receipt instructions, pledge
instructions, pledge creation, pledge invocation, pledge closure instruction, lending and
borrowing instructions, to operate the depository account by issue and receipt of
instructions for the said purposes and such other authorization given by me/us severally
on behalf of all of us, or all/ any of us jointly, in any electronic form, in any format and at
any time either through the portal of the Sharekhan or through the internet or any other
electronic mode, will be a valid instruction Sharekhan above named to intimate the same
to the Depository Participant for the purposes of debiting or crediting my account opened
with the Depository Participant(s).
- To validate on my/our behalf any such instruction so given to the Depository
Participant(s), in written / physical or any other form as may be required by the
concerned depository participant.
- For these purposes and to this extent, the Member Broker above named is empowered by
me/us, to affix their signatures to any document, form or any other record, being a
delivery instruction given by me/us to the said depository participant, as required by the
concerned depository.
- I/We also undertake to pay such demat charges/fees and such other charges incurred by
Sharekhan under this power of attorney and that I/We further authorize the Sharekhan to
debit my/our account with the said charges as and when the same becomes due for payment
and I/We hereby undertake to pay the same immediately on demand made by Sharekhan.
- This power of attorney shall be valid for any transaction carried on by any of us with
Sharekhan and it will be in order for Sharekhan to credit any proceeds to the account of
any/all of us with Sharekhan irrespective of our pattern of holding. This power of
attorney shall be valid even though the order of name in the depository account is not as
mentioned in the power of attorney.
- To register this Power of Attorney with the Depository Participant and/ or with any other
party concerned.
- To apply for, subscribe to or enter into correspondence with respect to any Initial Public
Offers/Offers for Sale of Securities of the companies or any other "Investment Products"
offered through the website www.sharekhan.com (owned by Sharekhan Limited) or any
other means as per the instructions made available to them by me/us by electronic mail
or through any other mode as specified on the website or otherwise.
- To sign all applications or any other documents relating to such Initial Public
Offers/Offers for Sale or any other investment products.
- To sign any application, enter into any agreement to complete any transaction requested
to through the Web-site or otherwise.
- To make payment to any party on my/our behalf to fulfill the transaction requested by me/us.
- To enter into correspondence with any party with respect to any transaction in any
Investment Products.
- To forward all such applications placed through the website to the online- IPO module of
the concerned Exchange or owner/issuer of "Investment Product".
- To receive intimation from the Exchange and any other party regarding the
allocation/allotment/rejection/regret of the securities or such other "Investment
Product" applications/subscriptions/withdrawal or any other communications.
- To confirm having read and understood the contents of the offers documents of various
schemes of the mutual funds in which the company may invest on behalf of me/us and not
to hold the mutual funds / asset management company / Sharekhan liable for any
transaction processed on the basis of information provided by the company.
- To correspond with and give notice to the corresponding asset management company /
body corporate(s)/issuer/registrars and transfer agent of securities including giving
instructions with regard to nomination/change in investment plans/any other changes
that may be necessitated.
- To deposit/transfer on allotment, the securities, debentures, units of the mutual funds and/or
all other investments products applied through Sharekhan, on allotment, to my/our
Beneficiary Ownership Demat Account opened for the purpose with the Sharekhan-DP.
- To do all other acts and things as may be necessary to effect the subscription/purchase
/redemption or any other transaction in any Investment Product for which services
availed from Sharekhan.

- To debit my Trading account towards monies/fees/charges etc. payable to Sharekhan or to a
Third Party service provider or to any of the affiliates/subsidiaries of Sharekhan by virtue
of I/We using/subscribing to any of the facilities/services provided either by Sharekhan or
through a Third Party service provider or by any other security or financial instrument on
behalf of me/us though Sharekhan or any third party.
- To bind ourselves with respect to any instruction given by first holder or any other holder to
Sharekhan
- To appoint or remove any agent or agents or substitute or substitutes with all or any of the
powers herein contained in order to enable such agent of or substitute(s) to exercise all or
any of the powers given by me/us to the said attorney.
- To retain all originals of the documents executed by me/us.
- My attorney/Sharekhan shall not be liable for any loss that may result from failure/inability
in electronic connectivity of rejection of my/our application for any reason whatsoever.
- We the joint holders of demat account agree, ratify and confirm that the client herein above
mentioned shall be the exclusive beneficiary of the transactions carried out pursuant to this
power of attorney the Director(s) and/or the Authorized Signatories, who have in token
thereof, subscribed their signature thereto.

That the Power of Attorney herein referred to is irrevocable until all dues payable by me/us to
SSKI and/or Sharekhan or any of their associated concerns are satisfactorily settled and agreed
to between ourselves.

That, I/we hereby declare that all the actions taken by my/our above mentioned attorney (herein
Sharekhan) in this regards shall be deemed to be actions done by me/us and if necessary shall be ratified
by me/us on the instructions of the said attorney and that such actions will be bonding on me/us.

I/we agree that Sharekhan is entitled to credit the proceeds of any instruction. This document
shall be subject to the jurisdiction of the courts in Mumbai. In witness whereof I/we have
executed this Irrevocable Power of Attorney on the day, date and year herein below mentioned.

Dated at Mumbai this _____ day of _____

(In case of an Individual)

1) First Holder Name: _____

Signature: (27) _____

2) Second Holder Name: _____

Signature: (16) _____

3) Third Holder Name: _____

Signature: (14) _____

Witnesses :

1. Name: _____

Address: _____

Signature: _____

2. Name: _____

Address: _____

Signature: _____

(In case if Client is a Company) :

The Common Seal of _____ has been affixed hereunto in accordance to the
Articles of Association and in pursuance to the resolution of the Board of Directors dated In the
presence of :

(1) _____

(2) _____

the Director(s) and/or the Authorized Signatories, who have in token thereof, subscribed their
signature thereto

SEAL

DECLARATION

(Voluntary)

I / We an individual/ a sole proprietary concern/ HUF/ a Partnership Firm / a body corporate/ registered under the provisions of the partnership act, 1932/ the companies act 1956 _____ having his/her/it's residence / registered office at _____ has entered into individual Member Client Agreement, Client Registration Form, Risk Disclosure Documents, etc. for dealing in Capital Market Segment and/or Futures and Options Segment of National Stock Exchange of India Limited (NSE) and Bombay Stock Exchange Limited (BSE) (NSE and BSE collectively known as Exchange) on _____ and _____.

I / We hereby declare that I am a regular investor in the stock markets in India. I/ We am / are conversant with the laws, practices, rules, regulations, guidelines, circulars, etc. prescribed by the Securities and Exchange Board of India (SEBI) and National Stock Exchange of India Limited. (NSE) and Bombay Stock Exchange Limited (BSE)

I/ We hereby further declare that I am holding the shares in my demat account no. _____ with DP _____

I/ We hereby further declare that I/ We will not give any third party shares for settlement of my obligations to the Exchange .

I/ We hereby further declare that I/ We will not receive or give any monies in cash or in kind for completing the settlement obligations to the Exchange.

I/ We hereby further declare that I / We are aware of the illegal practices that are prevalent in the Stock Market.

I/ WE hereby further declare that I will not carry out any unfair trade practices such as Synchronized deals, Structured deals, Circular Trading in the Capital Market and Futures and Options segment.

I/ We hereby further declare that I/ We will not place any order on the Exchange which will reflect as an arrangement for profit or loss transactions. All the orders placed on the exchange will be in the normal market where there is corresponding underlying securities positions in the cash or futures segment of the respective Exchange .

I hereby further declare that I am aware of the following provisions of laws applicable to the Securities Market.

A) Section 11 of the SEBI Act, 1992 read with 11B inter alia prescribed that

11 (4) Without prejudice to the provisions contained in sub-section (1) (2) (2A) and (3) of 11B , the Board may, by an order for reasons to be recorded in writing, in the interests of investors or securities market, take any of the following measures, either pending investigation or inquiry or on completions of such investigation or inquiry, namely:-

(b) restrain person from accessing the securities market and prohibit any person associated with securities market to buy, sell or deal in securities.

(B) Section 4 Prohibition of manipulative, fraudulent and unfair trade practices

(1) Without prejudice to the provisions of regulation 3, no person shall indulge in a fraudulent or an unfair trade practices in securities.

(2) Dealings in securities shall be deemed to a fraudulent or an unfair trade practices if it involves fraud and may include all or any of the following namely:-

(a) indulging in an act which creates false or misleading appearance of trading in the securities market;

(b) dealing in a security not intended to effect transfer of beneficial ownership but intended to operate only as a device to inflate, depress or cause fluctuations in the price of such security for wrongful gain or avoidance of loss;

(c) advancing or agreeing to advance any money to any person thereby inducing any other person to offer to buy any security in any issue only with the intention of securing the minimum subscription to such issue;

(d) paying, offering or agreeing to pay or offer, directly or indirectly, to any person any money or money's worth for inducing such person for dealing in any security with the object of inflating, depressing, maintaining or causing fluctuation in the price of such security;

(e) any act or omission amounting to manipulation of the price of a security;

(f) publishing or causing to publish or reporting or causing to report by any person dealing in securities any information which is not true or which he does not believe to be true prior to or in the course of dealing in securities;

(g) entering into a transaction in securities without intention of performing it or without intention of change of ownership of such security;

(h) selling, dealing or pledging of stolen or counterfeit security whether in physical or dematerialized form;

(i) an intermediary promising a certain price in respect of buying or selling of a security to a client and waiting till a discrepancy arises in the price of such security and retaining the difference in prices as profit for himself;

(j) an intermediary providing his clients with such information relating to a security as cannot be verified by the clients before their dealing in such security;

(k) an advertisement that is misleading or that contains information in a distorted manner and which may influence the decision of the investors;

(l) an intermediary reporting trading transactions to his clients entered into on their behalf in an inflated manner in order to increase his commission and brokerage;

(m) an intermediary not disclosing to his client transactions interceded into on his behalf including taking an option position;

(n) circular transactions in respect of a security entered into between intermediaries in order to increase commission to provide a false appearance of trading in such security or to inflate or depress or cause fluctuation in the price of such security;

(o) encouraging the clients by an intermediary to dealing in securities solely with the object of enhancing his brokerage or commission;

(p) an intermediary predating or otherwise falsifying records such as contract notes;

(q) an intermediary buying and selling securities in advance of a substantial client order or whereby a future or option position is taken about an impending transaction in the same or related futures or options contract;

(r) planting false or misleading news which may induce sale or purchase of securities.

I/ We hereby further declare that I/ We will not indulge either directly or indirectly in any of the above mentioned fraudulent or unfair trade practices either individually or in concert with other persons/entities. In the event of any of the above fraudulent or unfair trade practices is noticed by the Exchange or Regulatory Authorities, then I/ We shall be solely responsible for such acts as noticed and you shall not be responsible for my illegal and fraudulent and unfair trade practices in the capital market segment and Futures and Options segment of the exchange .

I/ We hereby give this declaration to you without any coercion, with sound mind and voluntarily to you which shall be part of my Client Registration Form and Member Client Agreement executed on the dates mentioned therein.

Date : _____ Client Signature : (28) _____ Place : _____

Client Name : _____

Client Code: _____

PROFILE SHEET

Dear Customer,

Please select product that you wish to avail of:

Product	Description	Expected margin	Tick
Beginners	For those investing for the first time in the stock market	5,000-50,000	
Investor	For those who transact occasionally	50,000	
TradeTiger/ Traders	For Day traders and for those who trade actively in the market	100,000	
Relationship Manager (Platinum Circle)	For those who are investing large sums of money. You will be assigned a Relationship Manager who will be your one point contact for all your broking related services	500,000- 1,000,000	

Also, please answer a few questions to help us serve you better


Sr. No.	Questions	Option					
		A	B	C	D	E	F
1	How would you like to trade in Sharekhan?	Internet	Phone/Branch	Both			
2	Have you been investing or trading in the stock market?	Yes	No				
3	Do you trade in Cash market or Derivative market	Cash	Derivative	Both	None		
4	What is the frequency of your investing / trading?	Many times a day	Once a day	Many times Week	Once a week	Once a month or more	None
5	What is your current portfolio size? (Total investment in Shares and Mutual Funds)	Below 5 Lacs	5-25 Lacs	25-50 Lacs	50 Lacs and above	No Portfolio	
6	How much more do you plan to invest in stock market in the next 2 years?	Below 5 Lacs	5-25 Lacs	25-50 Lacs	50 Lacs and above		
7	In which range would your annual income fall in to?	Below 5 Lacs	5-25 Lacs	25-50 Lacs	50 Lacs and above		
8	What is your existing mode of transaction?	Internet based account	Non Internet account	No Broker			
9	Do you have a Relationship Manager allocated to you?	Yes	No	None			

PROFILING CODE

1	2	3	4	5	6	7	8	9

Other Product Interest	PMS	Mutual Fund	Insurance
------------------------	-----	-------------	-----------

Other Brokerage Firm you are trading with	ICICI Securities	HDFC Securities	Kotak Securities	Reliance Money	Angel Broking	Anand Rathi
No Brokerage Firm	IndiaInfoline	Motilal Oswal	IndiaBulls	Geojit	Religare	OTHERS

Date : _____ Client Signature :  Place : _____

Client Name : _____

Client Code: _____

AGREEMENT BETWEEN STOCK BROKER, SUBBROKER AND CLIENT

TRIPARTITE AGREEMENT

BSE

This Agreement (hereinafter referred to as "Agreement") is entered into on this _____ day of _____, 20____, by and between **M/s. Sharekhan Limited**

a company incorporated and registered under the Companies Act, 1956 (hereinafter referred to as "the stock broker"), having its registered office at Unit No. A, 206, Phoenix House, Phoenix Mills Compound, Lower Parel, Mumbai 400 013 and Processing office at G-2, Salzburg Square, 107-Harrington Road, Chetpet, Chennai - 600031. Ltd., 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 subbroker"), a his/its office/registered office at _____

(address), 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"), an individual/a sole proprietary concern/HUF/a partnership firm/a body corporate, registered/incorporated, under the provisions of the Indian Partnership Act, 1932/the Companies Act, 1956 and having his /its residence/office/ at _____

(address) 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

Whereas the Member had entered into a Member Client Agreement with the client on _____. As the Securities and Exchange Board of India had introduced amendment to the Broker Sub Broker client relationship wherein the client introduced by Sub Broker will directly register with the Member and also recommended model tripartite agreement between Member, Sub Broker and Client. Since there are additional clauses have been introduced by Securities and Exchange Board of India, in the tripartite Agreement, the Member and Client are executing this supplementary agreement by including the Sub Broker as a party and the said additional clauses mentioned below in this agreement shall be part and parcel of the member client agreement.

- The stock broker states that it is engaged, in the business of stock broking and is a Member of Bombay Stock Exchange Ltd. (herein after referred to as or "BSE") with SEBI registration number INB011073351 in the Capital Market/ Cash Segment
- The sub-broker states that :
 - The sub broker is recognized by Bombay Stock Exchange Ltd. as a sub-broker affiliated to the stock broker of the stock exchange with sub-broker SEBI registration Number _____
 - The sub-broker is not affiliated to any other member of the same stock exchange,
 - The sub-broker has the necessary infrastructure like adequate office space, equipment and manpower to effectively discharge his/its activities.
- 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 there under from time to time. A copy of the Client Registration form is annexed hereto.
- 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/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:




- 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.
- 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.
- 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:
 - He has read and understood the risks involved in trading on a stock exchange.
 - He shall be wholly responsible for all his investment decisions and trades.
 - 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.
 - 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.
 - 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.
- 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 \ the 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 byelaws of the relevant stock exchange/SEBI.
- 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 member and vice-versa.
- 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.
- 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.
- 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.
- 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.
- 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.
- The stock broker shall issue, individually for each client of his 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.
- 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.
- 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.
- 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.
- 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. Sub-broker is not entitled to issue any contract note or confirmation memo or purchase/sale note to the client in his own name.

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16. The Sub-broker has agreed with the Stock Broker that he shall be responsible for credit risk of Client.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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 there under.
25. 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, member shall be entitled to cancel the respective contract(s) with client(s)
26. 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.
27. 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.
28. 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.
29. 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.
30. 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 subbroker may so disclose information about his client to any person or authority with the express permission of the client.
31. 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.
32. 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.
33. The Member and Client hereby agree that the clauses that are in the supplementary agreement shall be in addition to the clauses that are incorporated in the Member Client Agreement. The Parties hereto further agree that both the agreements shall be binding on each other, including the Sub Broker and the addition/deletion/amendment of the clauses and also overlapping of any clause shall be harmoniously read and applied by the parties hereto.
34. The Member, Sub Broker and Client hereby agree that the dealings/transactions that are executed by the clients that are shifted to the Sub Broker or introduced by the Sub Broker shall binding on the Sub Broker retrospectively.
35. This supplementary agreement shall be effective from April 1, 2005 and part and parcel of the above mentioned Member Client Agreement between the Member and Client for the transactions carried on by the Client in the cash segment of the Exchange.
36. ASSIGNMENT: The client agrees that the Stock Broker or the sub broker with the prior approval of the stock broker may at any time during the subsistence of these presents, without requirement of issuing any notice to the client, assign, transfer or otherwise alienate, by executing an agreement or in any other manner, all or any of its rights and/or obligations in terms of this Agreement to any person or entity including but not limited to its affiliates, associates or sister companies and the rights and obligations of the Stock Broker or the Sub Broker under this Agreement or any amendment or modification hereto shall vest and ensure for such assignee without any further act, deed, matter or thing and the client agrees to the same.

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 member, the sub-broker and the client Signed for and on behalf of

	Client	Sub Broker	Stock Broker
Name/Trade Name			For Sharekhan Limited
Title / Designation		Authorised Signatory	Authorised Signatory
Sign	 (30)		
Witness (1) Signature			
Name and Address			
Witness (2) Signature			
Name and Address			

AGREEMENT BETWEEN STOCK BROKER, SUBBROKER AND CLIENT

TRIPARTITE AGREEMENT

NSE

This Agreement (hereinafter referred to as "Agreement") is entered into on this _____ day of _____, 20____, by and

between **M/s. Sharekhan Limited**

a company incorporated and registered under the Companies Act, 1956 (hereinafter referred to as "the stock broker"), having its registered office at 803/804, 8th Floor, Tulsiani Chambers, Nariman Point, Mumbai - 400 021 and an administrative office at Unit No. A, 206, Phoenix House, Phoenix Mills Compound, Lower Parel, Mumbai 400 013 and Processing office at G-2, Salzburg Square, 107-Harrington Road, Chetpet, Chennai - 600031. Ltd., 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 subbroker"), a his/its office/registered office at _____

(address), 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"), an individual/a sole proprietary concern/HUF/a partnership firm/a body corporate, registered/incorporated, under the provisions of the Indian Partnership Act, 1932/the Companies Act, 1956 and having his /its residence/ office/ at _____

(address) 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

Whereas the Member had entered into a Member Client Agreement with the client on _____, As the Securities and Exchange Board of India had introduced amendment to the Broker Sub Broker client relationship wherein the client introduced by Sub Broker will directly register with the Member and also recommended model tripartite agreement between Member, Sub Broker and Client. Since there are additional clauses have been introduced by Securities and Exchange Board of India, in the tripartite Agreement, the Member and Client are executing this supplementary agreement by including the Sub Broker as a party and the said additional clauses mentioned below in this agreement shall be part and parcel of the member client agreement.

- The stock broker states that it is engaged, in the business of stock broking and is a Member of National Stock Exchange Of India Limited, (herein after referred to as "the stock exchange" or "NSE") with SEBI registration number INB231073330 in the Capital Market/ Cash Segment
- The sub-broker states that :
 - The sub broker is recognized by National Stock Exchange Of India as a sub-broker affiliated to the stock broker of the stock exchange with sub-broker SEBI registration Number (s) _____
 - The sub-broker is not affiliated to any other member of the same stock exchange,
 - The sub-broker has the necessary infrastructure like adequate office space, equipment and manpower to effectively discharge his/its activities.
- 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 there under from time to time. A copy of the Client Registration form is annexed hereto.
- 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/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:




- 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.
- 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.
- 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:
 - He has read and understood the risks involved in trading on a stock exchange.
 - He shall be wholly responsible for all his investment decisions and trades.
 - 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.
 - 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.
 - 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.
- 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 \ the 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 byelaws of the relevant stock exchange/SEBI.
- 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 member and vice-versa.
- 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.
- 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.
- 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.
- 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.
- 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.
- The stock broker shall issue, individually for each client of his 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.
- 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.
- 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.
- 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.
- 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. Sub-

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- broker is not entitled to issue any contract note or confirmation memo or purchase/sale note to the client in his own name.
16. The Sub-broker has agreed with the Stock Broker that he shall be responsible for credit risk of Client.
 17. 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.
 18. 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.
 19. 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.
 20. 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.
 21. 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.
 22. 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.
 23. 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.
 24. 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 there under.
 25. 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, member shall be entitled to cancel the respective contract(s) with client(s)
 26. 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.
 27. 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.
 28. 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.
 29. 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.
 30. 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 subbroker may so disclose information about his client to any person or authority with the express permission of the client.
 31. 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.
 32. 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.
 33. The Member and Client hereby agree that the clauses that are in the supplementary agreement shall be in addition to the clauses that are incorporated in the Member Client Agreement. The Parties hereto further agree that both the agreements shall be binding on each other, including the Sub Broker and the addition/deletion/amendment of the clauses and also overlapping of any clause shall be harmoniously read and applied by the parties hereto.
 34. The Member, Sub Broker and Client hereby agree that the dealings/transactions that are executed by the clients that are shifted to the Sub Broker or introduced by the Sub Broker shall binding on the Sub Broker retrospectively.
 35. This supplementary agreement shall be effective from April 1, 2005 and part and parcel of the above mentioned Member Client Agreement between the Member and Client for the transactions carried on by the Client in the cash segment of the Exchange.
 36. ASSIGNMENT: The client agrees that the Stock Broker or the sub broker with the prior approval of the stock broker may at any time during the subsistence of these presents, without requirement of issuing any notice to the client, assign, transfer or otherwise alienate, by executing an agreement or in any other manner, all or any of its rights and/or obligations in terms of this Agreement to any person or entity including but not limited to its affiliates, associates or sister companies and the rights and obligations of the Stock Broker or the Sub Broker under this Agreement or any amendment or modification hereto shall vest and ensure for such assignee without any further act, deed, matter or thing and the client agrees to the same.

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 member, the sub-broker and the client Signed for and on behalf of

	Client	Sub Broker	Stock Broker
Name/Trade Name			For Sharekhan Limited
Title / Designation		Authorised Signatory	Authorised Signatory
Sign	 (31)		
Witness (1) Signature			
Name and Address			
Witness (2) Signature			
Name and Address			

CHECKLIST

(TO BE FILLED UP BY BRANCH/AUTHORISED CENTER/SALES EXECUTIVE)

The form will not be accepted if the checklist is incomplete.

No	Type	Branch / Franchisee		Head Office	
		Yes	No	Yes	No
	Non Resident Individual				
1	Proof of Identity of all holders				
	Mandatory				
	Passport <input type="checkbox"/> PAN <input type="checkbox"/> RBI approval letter <input type="checkbox"/>				
	2nd Holder / 3rd Holder				
	Voter ID <input type="checkbox"/> Passport <input type="checkbox"/> PAN <input type="checkbox"/> MAPIN UID Card <input type="checkbox"/> Driving License <input type="checkbox"/> Identity card/document with applicant's Photo, issued by <input type="checkbox"/> Central/State Government and its Departments, <input type="checkbox"/> Statutory / Regulatory Authorities <input type="checkbox"/> Public Sector <input type="checkbox"/> Undertakings, <input type="checkbox"/> Scheduled Commercial Banks <input type="checkbox"/> Public Financial Institutions <input type="checkbox"/> Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members <input type="checkbox"/> Credit cards/Debit cards issued by Banks <input type="checkbox"/>				
2	How is the identity of the client verified				
	Client visited the office <input type="checkbox"/> Branch / Franchisee personnel met the client <input type="checkbox"/>				
3	Address proof all first holders				
	1st Holder				
	Voter ID <input type="checkbox"/> Driving Licence <input type="checkbox"/> Passport <input type="checkbox"/> Ration Card <input type="checkbox"/> Telephone Bill <input type="checkbox"/> Electricity Bill <input type="checkbox"/> Leave License <input type="checkbox"/> Purchase Agreement <input type="checkbox"/> Bank Passbook <input type="checkbox"/> Latest Bank statement <input type="checkbox"/> Insurance Policy <input type="checkbox"/> Flat Maintenance Bill <input type="checkbox"/> Certificate issued by employer registered under MAPIN <input type="checkbox"/>				
	2nd Holder & 3rd Holder				
	Voter ID <input type="checkbox"/> Driving License <input type="checkbox"/> Passport <input type="checkbox"/> Ration Card <input type="checkbox"/> Telephone Bill <input type="checkbox"/> Electricity Bill <input type="checkbox"/> Leave-License <input type="checkbox"/> Purchase Agreement <input type="checkbox"/> Bank Passbook <input type="checkbox"/> Latest Bank statement <input type="checkbox"/> Insurance Policy <input type="checkbox"/> Flat Maintenance Bill <input type="checkbox"/> Self-declaration by High Court & Supreme Court judges, giving the new address in respect of their own accounts. <input type="checkbox"/> Identity card/document with address, issued by a) Central/State Government and its Departments, <input type="checkbox"/> b) Statutory/Regulatory Authorities, <input type="checkbox"/> c) Public Sector Undertakings, <input type="checkbox"/> d) Scheduled Commercial Banks, <input type="checkbox"/> e) Public Financial Institutions <input type="checkbox"/> f) Professional Bodies such as ICAI, ICWAI, Bar Council etc., to their Members. <input type="checkbox"/>				

Acknowledgement Slip



No.

Mr./Ms. _____

A/c Opening Fees : _____ Drawn on: _____ Chq No. _____

Margin Cheque : _____ Drawn on: _____ Chq No. _____

Product : _____ Exec Name : _____

Branch Name : _____ Exec Sign & date: _____

For all queries, please call 1 800 22 7500 / 39707500 (Local Call Charges) / 022-56621111 (If you are in Mumbai)
Or E-mail to myaccount@sharekhan.com.

Note: "Kindly DO NOT handover Cash / Shares to the sales executive for any reason. Only a crossed A/c Payee cheque needs to be given in the favour of Sharekhan Ltd."

No	Type	Branch / Franchisee		Head Office	
		Yes	No	Yes	No
4	Does address proof match with the corresponding address given by client				
5	Has the address of the client verified by the branch / franchisee				
6	Signed Photograph of all holders				
7	Copy of Cheque / Cancelled Cheque				
8	All pages of the agreement duly signed by all holder				
9	Name, Address & Signature of witness on agreement				
10	Tariff sheet duly signed by the holder				
11	Standing Instructions specified				
12	All the documents collected are verified with the original				
13	Verification stamp with signature, name & date on the documents collected				
14	Is the nominee details specified by the client.				
15	Nominee photograph duly signed by holder				
16	Name, Signature & Address of 2 Witnesses incase of Nominee				
17	Form is complete with all respects				
	NRI Account				
18	Copy of RBI Approval Letter (Primary Banks are also allowed)				
19	Copy of passport.				
20	Indian & Foreign address of client along with the proof				
21	Power of Attorney Letter to whom power is given for signature & trading on behalf of him (Certified true Copy).				
22	Personal details of Authorized person to whom the power of attorney is given for signature & trading on behalf of him.				
23	Letter obtained from client for getting Unique client code from NSE incase of Derivative trading				

All information & particulars in this application have been verified to the best of my knowledge & belief

Authorized Signatory & Seal