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DECLARATION PURSUANT TO NATIONAL STOCK EXCHANGE OF INDIA CIRCULAR BEARING REFERENCE NO. NSE/INSP/2006 DATED 5th JULY, 2006 AND BOMBAY STOCK EXCHANGE LIMITED CIRCULAR BEARING REFERENCE NO. 20060704-6 DATED 4th JULY, 2006 READ WITH SEBI CIRCULAR BEARING REFERENCE NUMBER MIRSD/SE/Cir-19/2009 DATED 3rd DECEMBER, 2009

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I/We have fully understood the distinction and details regarding the Non-Mandatory/Voluntary/Special Facility documents and do hereby enter and sign the same and agree not to call into question the validity, enforceability and applicability of any voluntary / optional agreement(s)/document(s) or clauses within any voluntary/optional agreement(s)/document(s) under any circumstances what so ever.







APPLICATION FOR CLIENT REGISTRATION - INDIVIDUAL

SKI Capital Services Limited

Regd. Office: 718, Dr. Joshi Road, Karol Bagh, New Delhi-110005
Tel.: 011-47682682 (20 Lines) 45046000 (20 Lines) Fax : 01123634544
SEBI Registration No.: NSE Cash-INB230815339, NSE F&O-INF230815339 NSE Currency-INE230815339,
BSE Cash-INB010815331, BSE Currency-INE010815331, MCX-SX Currency-INE260815339
Clg. Member for F&O-IL&FS : The IL&FS Financial Centre, Plot No. 22, G-Block, Bandra Kurla,
Bandra East, Mumbai-400051 SEBI Reg. No.: INF 231133630



Note :
The information to be given in the form, is the sole property of **SKI Capital Services Limited** and would not be disclosed to anyone unless required by law or except with the express permission of the client.

Name of Client (Mr. / Ms.) :
Date of Birth : [][][][][][][] Nationality :
S/o | D/o | W/o :
Permanent Account Number (PAN) : [][][][][][][][][][]
Marital Status : Sex : Male Female
Residence Address :
(As per address proof attached)
City : State :
Country : Pin Code : [][][][][][]
Telephone No. (with STD/ISD Code) : Mobile : Landline :
Fax : Email :
Residential Status : Resident Indian NRI - Repatriable NRI - Non Repatriable
 Others (Please Specify)
RBI / Authorized Dealer permission No. (If applicable) :

BANK DETAILS

(Through which transaction shall generally be routed)

Bank Name	Branch Address	A/c Number	A/c Type SA/CA/NRI	IFSC for NEFT/RTGS

* Copy of cancelled cheque/passbook/bank statement containing name of constituent to be submitted

DEPOSITORY ACCOUNT DETAILS

(Through which transaction shall generally be routed)

DP Name	DP Id	Beneficiary Name	Beneficiary ID





OCCUPATION DETAILS

Occupation : Employed Self Employed Business Profession
Please tick which ever applicable Housewife Others (Please Specify)

IF EMPLOYED :

Name of Employer :
Address of Employer :
City : State :
Country : Pin Code :
Telephone No. (with STD/ISD Code) : Mobile : Landline : Fax :

IF SELF EMPLOYED / BUSINESS / PROFESSIONAL / OTHERS :

Name of Establishment :
Office Address :
City : State :
Country : Pin Code :
Telephone No. (with STD/ISD Code) : Mobile : Landline : Fax :

FINANCIAL DETAILS

Income Range (per annum) : (Please tick which ever is applicable)

Below Rs. 1 Lac Between Rs. 1 Lac to Rs. 5 Lacs Between Rs. 5 Lacs to Rs. 10 Lacs
 Between Rs. 10 Lacs to Rs. 25 Lacs Above Rs. 25 Lacs

INVESTMENT DETAILS/ TRADING EXPERIENCE

Income Range (per annum) : (Please tick which ever is applicable)

No Prior Experience

In no. of years

____ Year(s) in stock ____ Year(s) in derivatives
 ____ Year(s) in other investment related fields (Please Specify)

EXCHANGE SEGMENT MATRIX

Exchange / Segment	BSE	NSE	MCX-SX
Cash / Capital Market			
Derivatives / F&O			
Currency			
Interest Rates			
Mutual Funds			
Others			



DETAILS OF REGISTRATION WITH OTHER BROKER

Whether Registered with any other : Yes No

Broker /Sub-broker of any exchanges if yes, please provide details, If registered with Multiple members, provide details of all

Broker's Name	Name of Exchange	Client Code
Details of any action taken ever by SEBI/Stock Exchange or any other authority for violation of securities laws/other economic offences If yes, give details (attach annexure if required)		<input type="checkbox"/> Yes <input type="checkbox"/> No

REFERENCES

Introduction : Introduced by another constituent / director or employee of trading member / any other person (please specify)

Name of Introducer :

Identity of Introducer : Client Code (if introduced by client)

Employee Code (if introduced by employee)

SEBI Registration Number (if introduced by sub broker)

Any other person (please specify)

Address of Introducer :

PAN No. of Introducer (if any) :

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Signature of Introducer :

Name & Designation of employee :
who interview the client

Signature of employee :

DECLARATION

I hereby declare that all 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.

Client's Name :

Date :

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

Place :

Signature : 



DETAILS OF AUTHORISED PERSONS TO DEAL IN SECURITIES

Sr. No.	Name of Whole Time Director(s)	Residential Address
1.		
2.		
3.		

(Please use separate sheet if more than three)

BANK DETAILS

(Through which transaction shall generally be routed)

Bank Name	Branch Address	A/c Number	A/c Type SA/CA/NRI/Others	IFSC for NEFT/RTGS

* Copy of cancelled cheque/passbook/bank statement containing name of constituent to be submitted

DEPOSITORY ACCOUNT DETAILS

(Through which transaction shall generally be routed)

DP Name	DP Id	Beneficiary Name	Beneficiary ID

INVESTMENT DETAILS/ TRADING EXPERIENCE

Investment Details/Trading Experience : (Please tick which ever is applicable)

No Prior Experience

In no. of years

___ Year(s) in stock ___ Year(s) in derivatives

___ Year(s) in other investment related fields (Please Specify)

EXCHANGE SEGMENT MATRIX

Exchange / Segment	BSE	NSE	MCX-SX
Cash / Capital Market			
Derivatives / F&O			
Currency			
Interest Rates			
Mutual Funds			
Others			



MEMBER - CLIENT AGREEMENT - NSE

This agreement is made and executed at..... this.....day of.....,20..... between M/s. **SKI Capital Services Limited**, a body corporate, incorporated under the provisions of the companies act, 1956 and having its registered office at 718, Dr. Joshi Road, Karol Bagh, New Delhi-110005 (hereinafter called "the stock broker") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its assigns and successors in interest and itself in the capacity of a trading member while trading in the cash segment, derivatives segment and currency derivatives segment, as the case may be, of the one part;

And

Mr/Ms/M/sS/oan Individual/a Sole Proprietary concern/a Partnership Firm/a HUF/a Body Corporate or any other legal entity registered/ incorporated under the provisions of the Indian partnership act, 1932/ the companies act, 1956, whose particulars are given hereunder at the execution page (hereinafter called "the client") and having his/its office/ registered office at , which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them, the member or members for the time being of the Hindu Undivided Family (HUF) and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the other part;

Whereas the stock broker is registered as the stock broker of the National Stock Exchange of India Limited (hereinafter referred to as "the exchange") with the SEBI registration No. INB230815339 for cash segment, SEBI registration no. INF230815339 for derivatives segment and INE 230815339 in the currency derivatives segment.

Whereas the client is desirous of investing / trading in those securities / contracts / other instruments admitted for dealings on the exchange as defined in the rules, bye-laws and regulations of the exchange and circulars issued there under from time to time

Whereas the client has satisfied itself of the capacity of the stock broker to deal in securities and/or deal in derivatives/currency derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.

Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and

Whereas the stock broker has taken steps and shall take steps to

make the client aware of the precise nature of the stock broker's liability for business to be conducted, including any limitations on that liability and the capacity in which stock broker acts.

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 thereunder and rules and regulations of SEBI and relevant notifications of the government authorities as may be in force from time to time.

Now, therefore, in consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms and conditions:

1. The client agrees to immediately notify the stock broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker at the time of opening of the account or at any time thereafter.
2. The stock broker declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the. significance of the said document. The client agrees that:
 - A. He has read and understood the risks involved in trading on a stock exchange.
 - B. He shall be wholly responsible for all his investment decisions and trades.
 - C. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
 - D. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the exchange, clearing house/ clearing corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
 - E. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The client agrees to pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the client's account, transactions and to the services that stock broker renders to the client. The stock





- broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/ SEBI.
4. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the exchange or clearing corporation or SEBI from time to time.
 5. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for nonpayment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, -against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
 6. The stock broker agrees that the money/ securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI rules and regulations circulars/ guidelines/ exchanges rules/regulations/bye-laws and circulars.
 7. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
 8. The stock broker agrees to inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange.
 9. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.
 10. The stock broker agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the client.
 11. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
 12. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom it may have had transactions in securities.
 13. The client and the stock broker agree to refer any claims and/ or disputes to arbitration as per the rules, byelaws and regulations of the exchange and circulars issued there under as may be in force from time to time.
 14. The stock broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
 15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant stock exchange(s). In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/ partner(s)/ proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).
 16. The stock broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
 17. The stock broker and the client agree to abide by any award passed by the ombudsman under the SEBI (ombudsman) regulations, 2003.
 18. The stock broker and the client declare and agree that the transactions executed on the exchange are subject to rules, byelaws and regulations and circulars issued there under 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.
 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.
 20. Where the exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
 21. This agreement shall forthwith terminate, if the stock broker for any reason ceases to be a stock broker of the stock





exchange including the cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the board is cancelled.

- 22. The stock broker and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his /its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
- 23. In addition to the specific rights set out in this agreement, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the rules, bye-laws and regulations of the exchange and circulars issued there under or rules and regulations of SEBI.
- 24. Words and expressions which are used in this agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the rules, byelaws and regulations of the exchange

and circulars issued there under.

- 25. The provisions of this agreement shall always be subject to government notifications, any rules, regulations, guidelines and circulars issued by SEBI and rules, regulations and bye laws of the relevant stock exchange that may be in force from time to time.
- 26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person/ authority except as required under any law/regulatory requirements; provided however that the stock broker may so disclose information about its his client to any person or authority with the express permission of the client.


This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in rules and regulations of SEBI or bye-laws, rules and regulations of the relevant stock exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

IN WITNESS thereof the parties of the Agreement have caused these presents to be executed as of the day and year first above written.

Signed for and on behalf of Stock Broker :

SKI CAPITAL SERVICES LIMITED	
Member : National Stock Exchange of India Ltd. (NSE)	
Regd. Office: 718, Dr. Joshi Road, Karol Bagh, New Delhi-110005	
Tel.: 011-45046000 (20 Lines)	
Fax : 011-23634544	
SEBI Registration Number (Capital Market)	INB230815339
SEBI Registration Number (Derivative Market)	INF230815339
SEBI Registration Number (Currency)	INE230815339
For SKI Capital Services Limited	
Authorised Signatory	

Signed for and on behalf of Client :

Signature(s) 
Name
Address

WITNESS

- 1.
- 2.

WITNESS

- 1.
- 2.



MEMBER - CLIENT AGREEMENT - BSE

This agreement is made and executed at..... this.....day of.....,20..... between M/s. **SKI Capital Services Limited**, a body corporate, incorporated under the provisions of the companies act, 1956 and having its registered office at 718, Dr. Joshi Road, Karol Bagh, New Delhi-110005 (hereinafter called "the stock broker") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its assigns and successors in interest and itself in the capacity of a trading member while trading in the cash segment and currency derivatives segment of the one part;

And

Mr/Ms/M/sS/oan Individual/a Sole Proprietary concern/a Partnership Firm/a HUF/a Body Corporate or any other legal entity registered/ incorporated under the provisions of the Indian partnership act, 1932/ the companies act, 1956, whose particulars are given hereunder at the execution page (hereinafter called "the client") and having his/its office/ registered office at , which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them, the member or members for the time being of the Hindu Undivided Family (HUF) and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the other part;

Witnesseth:

Whereas the stock broker is registered as the stock broker of the Bombay Stock Exchange Limited (hereinafter referred to as "the exchange") with the SEBI registration no. INB010815331 for cash segment and SEBI registration no. INE010815331 for currency derivative segment.

Whereas the client is desirous of investing / trading in those securities / contracts / other instruments admitted for dealings on the exchange as defined in the rules, bye-laws and regulations of the exchange and circulars issued there under from time to time

Whereas the client has satisfied itself of the capacity of the stock broker to deal in securities and/or deal in derivatives / currency derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.

Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and

Whereas the stock broker has taken steps and shall take steps to make the client aware of the precise nature of the stock broker's

liability for business to be conducted, including any limitations on that liability and the capacity in which stock broker acts.

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 thereunder and rules and regulations of SEBI and relevant notifications of the government authorities as may be in force from time to time.

Now, therefore, in consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms and conditions:

1. The client agrees to immediately notify the stock broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker at the time of opening of the account or at any time thereafter.
2. The stock broker declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
 - A. He has read and understood the risks involved in trading on a stock exchange.
 - B. He shall be wholly responsible for all his investment decisions and trades.
 - C. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
 - D. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the exchange, clearing house/ clearing corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
 - E. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The client agrees to pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the client's account, transactions and to the services that stock broker renders to the client. The stock





- broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/ SEBI.
4. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the exchange or clearing corporation or SEBI from time to time.
 5. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for nonpayment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
 6. The stock broker agrees that the money/ securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI rules and regulations circulars/ guidelines/ exchanges rules/regulations/bye-Laws and circulars.
 7. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
 8. The stock broker agrees to inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange.
 9. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.
 10. The stock broker agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the client.
 11. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
 12. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom it may have had transactions in securities.
 13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the rules, byelaws and regulations of the exchange and circulars issued there under as may be in force from time to time.
 14. The stock broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
 15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant stock exchange(s). In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/ partner(s)/ proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).
 16. The stock broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
 17. The stock broker and the client agree to abide by any award passed by the ombudsman under the SEBI (ombudsman) regulations, 2003.
 18. The stock broker and the client declare and agree that the transactions executed on the exchange are subject to rules, byelaws and regulations and circulars issued there under 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.
 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.
 20. Where the exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.





- 21. This agreement shall forthwith terminate, if the stock broker for any reason ceases to be a stock broker of the stock exchange including the cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the board is cancelled.
- 22. The stock broker and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
- 23. In addition to the specific rights set out in this agreement, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the rules, bye-laws and regulations of the exchange and circulars issued there under or rules and regulations of SEBI.
- 24. Words and expressions which are used in this agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned

thereto in the rules, byelaws and regulations of the exchange and circulars issued there under.

- 25. The provisions of this agreement shall always be subject to government notifications, any rules, regulations, guidelines and circulars issued by SEBI and rules, regulations and bye laws of the relevant stock exchange that may be in force from time to time.
- 26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person/ authority except as required under any law/regulatory requirements; provided however that the stock broker may so disclose information about its his client to any person or authority with the express permission of the client.

This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this agreement Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in rules and regulations of SEBI or bye-laws, rules and regulations, the relevant stock exchange, such changes shall be deemed to have been incorporated herein modification of the rights and obligations of the parties mentioned in this agreement.

IN WITNESS thereof the parties of the Agreement have caused these presents to be executed as of the day and year first above written.

Signed for and on behalf of Stock Broker :

SKI CAPITAL SERVICES LIMITED
Member : Bombay Stock Exchange Ltd. (BSE)
Regd. Office: 718, Dr. Joshi Road, Karol Bagh, New Delhi-110005 Tel.: 011-45046000 (20 Lines) Fax : 011-23634544
SEBI Registration Number (Capital Market) INB010815331 SEBI Registration Number (Currency) INE010815331
For SKI Capital Services Limited
Authorised Signatory

Signed for and on behalf of Client :

Signature(s)
Name
Address

WITNESS

- 1.
- 2.

WITNESS

- 1.
- 2.



TRIPARTITE AGREEMENT BETWEEN STOCK BROKER, SUB-BROKER AND CLIENT -NSE

This agreement is made and executed at..... this.....day of.....,20..... between M/s. **SKI Capital Services Limited**, a body corporate, incorporated under the provisions of the companies act, 1956 and having its registered office at 718, Dr. Joshi Road, Karol Bagh, New Delhi-110005 (hereinafter called "the stock broker") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its assigns and successors in interest and itself in the capacity of a trading member while trading in the cash segment, as the case may be, of the First part;

And

Mr./Ms.....
an individual/ HUF / Partnership Firm / Corporate / Body of Individual whose particulars are given hereunder at the execution page (hereinafter referred to as the sub-broker) and having his/its office/registered office at.....
.....which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them their respective heirs, executors, administrators and legal representatives/ its successors, as the case may be, of the Second Part;

And

Mr./Ms.....
an Individual/a Sole Proprietary concern/a Partnership Firm/a HUF/a Body Corporate or any other legal entity registered/ incorporated under the provisions of the Indian partnership act, 1932/ the companies act, 1956, whose particulars are given hereunder at the execution page (hereinafter called "the client") and having his/its office/registered office at.....
.....which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said 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 third part;

WHEREAS

1. The stock broker states that it is engaged, in the business of stock broking and is a Member of The National Stock Exchange of India (hereinafter referred to as "the stock exchange") with SEBI registration Number INB 230815339
2. The sub-broker states that:

- a) The sub broker is recognized by The 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) as specified in schedule.
- b) The sub-broker is not affiliated to any other stock broker of the same stock exchange,
- c) The sub-broker has the necessary infrastructure like adequate office space, equipment and manpower to effectively discharge his/its activities.

3. The Client is registered with the sub-broker as a client for purpose of availing broking services through the sub-broker affiliated to the stock broker and is desirous of investing/trading in those securities/contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder from time to time. A copy of the Client Registration form is annexed hereto.
4. Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and
5. Whereas the stock broker has taken steps and shall take steps to make the client aware of the precise nature of the stock broker's/sub broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker/sub broker acts.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN STOCK BROKER, SUB-BROKER AND CLIENT AS UNDER:

1. The stock broker and sub broker hereby acknowledge and confirm that the sub-broker is affiliated to the stock broker and that the sub-broker shall within the scope of the authority given under these presents, be entitled to act as a 'sub-broker' within the meaning and subject to SEBI (Stock Brokers and Sub-Brokers) Rules, 1992 and SEBI (Stock Brokers and Sub-Brokers) Regulations 1992 (hereinafter referred to as the said "Rules" and "Regulations" respectively) as amended from time to time, for assisting the client in buying, selling or dealing in securities through the stock broker.
2. The stock broker, the sub-broker and the client agree that they shall abide by all the statutory Responsibilities and obligations imposed on them by the rules, regulations and / or any other rules or regulations applicable to the stock brokers, the sub-brokers and the clients in general either framed by SEBI or by the relevant stock exchange/clearing





- corporation and/or any Government Circulars.
3. The stock broker and the sub broker declare that they have brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
 - a. He has read and understood the risks involved in trading on a stock exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
 - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/ Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
 - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
 4. The Client agrees to pay to the stock Broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker \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.
 5. The stock broker and the sub broker agree that they shall co-operate and help each other in redressing grievances of the client in respect of transactions routed through them and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the clients of sub-broker from the member and vice-versa.
 6. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
 7. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/ guidelines/Exchanges Rules/Regulations/Bye-Laws and circulars.
 8. The stock broker and the Sub-broker agree that each of them shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through them and they shall not jointly or severally do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
 9. The stock broker agrees to inform the sub-broker/client and keep them apprised about trading/settlement cycles, delivery/ payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the sub-broker/ client to comply with such schedules/ procedures of the relevant stock exchange.
 10. The sub broker will provide assistance to stock broker and client to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
 11. The stock broker shall Issue, individually for each client 'of 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.
 12. The stock broker, the sub-broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
 13. The client and the stock broker agree to refer any claims and/ or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
 14. The stock broker and the sub-broker hereby agree that they will assist and co-operate with each other in ensuring faster settlement of any arbitration proceedings arising out of the transactions entered into between them vis-a-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.
15. The stock broker and the sub-broker hereby agree that all transactions in securities on behalf of the clients of the sub-broker shall be settled by delivery and/or payment, between the stock broker and the client in accordance with the provisions of rules, bye-laws and regulations of the relevant stock exchange on which the transactions took place and subject to the procedures for settlement of transactions laid down by the relevant stock exchange from time to time.
 16. Information about default in payment/delivery and related aspects-by a client, including that of a sub broker as a client shall be brought to the notice of the relevant stock Exchange(s) by the stock broker. In case where defaulting sub broker/client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/ Partner(s)/ proprietor as the case may be, shall also be communicated to the relevant stock exchange(s) by the stock broker.
 17. The stock broker, the sub-broker or the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties at their respective addresses mentioned below. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case maybe.
 18. In the event of sub broker terminating this agreement and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate the agreement by giving a notice in writing of not less than one month.
 19. This agreement shall forthwith terminate;
 - (i) if the stock broker for any reason ceases to be a stock broker 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 intimates to the stock broker his/its intention to terminate the agreement by giving one month notice in writing.
 20. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
 21. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result therefrom.
 22. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing out shall be charged to and borne by the client.
 23. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, 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.
 24. Where the exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).
 25. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
 26. The client agrees to immediately notify the stock broker/sub broker in writing if there is any change in the information in





the 'client registration form' provided by the client to the stock broker/sub broker at the time of opening of the account or at any time thereafter.

- 27. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
- 28. In addition to the specific rights set out in this Agreement, the stock broker, the sub-broker and the client shall be entitled to exercise any other rights which the stock broker, sub broker or the client may have under the Rules, Bye -laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
- 29. The stock broker and the sub-broker hereby undertake to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements: Provided however that the stock broker or sub-broker may so disclose information about his client to any person or authority with the express permission of the client.

30. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.

31. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.


This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Stock exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

IN WITNESS WHEREOF the parties hereto have set their hands and signatures on the day, month and year first above written.

Signed for and on behalf of Stock Broker : Signed for and on behalf of Sub-Broker : Signed for and on behalf of Client :

SKI CAPITAL SERVICES LIMITED Member : NSE Regd. Office: 718, Dr. Joshi Road, Karol Bagh, New Delhi-110005 Tel.: 011-45046000 (20 Lines) Fax : 011-23634544
SEBI Regn(CM) INB230815339 SEBI Regn. (F&O) INF230815339 SEBI Regn. (CD) INE230815339
For SKI Capital Services Limited
Authorised Signatory

Signature(s)
Name
Address
SEBI Regn. No.:

Signature(s) 
Name
Address

WITNESS

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WITNESS

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WITNESS

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TRIPARTITE AGREEMENT BETWEEN STOCK BROKER, SUB-BROKER AND CLIENT -BSE

This agreement is made and executed at..... this.....day of.....,20..... between M/s. **SKI Capital Services Limited**, a body corporate, incorporated under the provisions of the companies act, 1956 and having its registered office at 718, Dr. Joshi Road, Karol Bagh, New Delhi-110005 (hereinafter called "the stock broker") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its assigns and successors in interest and itself in the capacity of a trading member while trading in the cash segment, as the case may be, of the First part;

And

Mr./Ms..... an individual/ HUF / Partnership Firm / Corporate / Body of Individual whose particulars are given hereunder at the execution page (hereinafter referred to as the sub-broker) and having his/its office/registered office at..... which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them their respective heirs, executors, administrators and legal representatives/ its successors, as the case may be, of the Second Part;

And

Mr./Ms..... an Individual/a Sole Proprietary concern/a Partnership Firm/a HUF/ a Body Corporate or any other legal entity registered/ incorporated under the provisions of the Indian partnership act, 1932/ the companies act, 1956, whose particulars are given hereunder at the execution page (hereinafter called "the client") and having his/ its office/registered office at..... which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said 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 third part;

WHEREAS

1. The stock broker states that it is engaged, in the business of stock broking and is a Member of The Bombay Stock Exchange Ltd., (hereinafter referred to as "the stock exchange") with SEBI registration Number INB 010815331

2. The sub-broker states that:
 - a) The sub broker is recognized by The Bombay Stock Exchange as a Sub-broker affiliated to the stock broker of the stock exchange with Sub-broker SEBI registration Number(s) as specified in schedule.
 - b) The sub-broker is not affiliated to any other stock broker of the same stock exchange,
 - c) The sub-broker has the necessary infrastructure like adequate office space, equipment and manpower to effectively discharge his/its activities.
3. The Client is registered with the sub-broker as a client for purpose of availing broking services through the sub-broker affiliated to the stock broker and is desirous of investing/trading in those securities/contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder from time to time. A copy of the Client Registration form is annexed hereto.
4. Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and
5. Whereas the stock broker has taken steps and shall take steps to make the client aware of the precise nature of the stock broker's/sub broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker/sub broker acts.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN STOCK BROKER, SUB BROKER AND CLIENT AS UNDER:

1. The stock broker and sub broker hereby acknowledge and confirm that the sub-broker is affiliated to the stock broker and that the sub-broker shall within the scope of the authority given under these presents, be entitled to act as a 'sub-broker' within the meaning and subject to SEBI (Stock Brokers and Sub-Brokers) Rules, 1992 and SEBI (Stock Brokers and Sub-Brokers) Regulations 1992 (hereinafter referred to as the said "Rules" and "Regulations" respectively) as amended from time to time, for assisting the client in buying, selling or dealing in securities through the stock broker.
2. The stock broker, the sub-broker and the client agree that they shall abide by all the statutory responsibilities and obligations imposed on them by the rules, regulations and / or any other rules or regulations applicable to the stock brokers,



- the sub-brokers and the clients in general either framed by SEBI or by the relevant stock exchange/clearing corporation and/or any Government Circulars.
3. The stock broker and the sub broker declare that they have brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
 - a. He has read and understood the risks involved in trading on a stock exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
 - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/ Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
 - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
 4. The Client agrees to pay to the stock Broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker \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.
 5. The stock broker and the sub broker agree that they shall co-operate and help each other in redressing grievances of the client in respect of transactions routed through them and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/ to be delivered or received/to be received by the clients of. sub-broker from the member and vice-versa.
 6. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
 7. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/ guidelines/ Exchanges Rules/Regulations/Bye-laws and circulars.
 8. The stock broker and the Sub-broker agree that each of them shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through them and they shall not jointly or severally do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
 9. The stock broker agrees to inform the sub broker/client and keep them apprised about trading/settlement cycles, delivery/ payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the sub-broker/ client to comply with such schedules/ procedures of the relevant stock exchange.
 10. The sub broker will provide assistance to stock broker and client to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
 11. The stock broker shall issue, individually for each client of 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.
 12. The stock broker, the sub-broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
 13. The client and the stock broker agree to refer any claims and/ or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
 14. The stock broker and the sub-broker hereby agree that they will assist and co-operate with each other in ensuring faster settlement of any arbitration proceedings arising out of the transactions entered into between them vis-a-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.
15. The stock broker and the sub-broker hereby agree that all transactions in securities on behalf of the clients of the sub-broker shall be settled by delivery and/or payment, between the stock broker and the client in accordance with the provisions of rules, bye-laws and regulations of the relevant stock exchange on which the transactions took place and subject to the procedures for settlement of transactions laid down by the relevant stock exchange from time to time.
 16. Information about default in payment/delivery and related aspects by a client, including that of a sub broker as a client shall be brought to the notice of the relevant stock Exchange(s) by the stock broker. In case where defaulting sub broker/client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/ Partner(s)/proprietor as the case may be, shall also be communicated to the relevant stock exchange(s) by the stock broker.
 17. The stock broker, the sub-broker or the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties at their respective addresses mentioned below. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case maybe.
 18. In the event of sub broker terminating this agreement and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate the agreement by giving a notice in writing of not less than one month.
 19. This agreement shall forthwith terminate;
 - (i) if the stock broker for any reason ceases to be a stock broker 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 intimates to the stock broker his/its intention to terminate the agreement by giving one month notice in writing.
 20. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
 21. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result therefrom.
 22. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing out shall be charged to and borne by the client.
 23. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, 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.
 24. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).
 25. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
 26. The client agrees to immediately notify the stock broker/sub broker in writing if there is any change in the information in the

