

MultipleX Capital Limited

INDIVIDUAL

NON-INDIVIDUAL

# ACCOUNT OPENING FORM

SEBI registration No. : NSE Cash-INE230783732,  
NSE F&O-INE230783732, NSE Currency-INE230783732  
BSE Cash-INE010783737, BSE Currency-INE010783737  
MCX-SX Currency-INE260783732, USEIL-INE270783736  
DP : NSDL DP ID : IN302620



our passion  
Wealth Creation





**APPLICATION FORM FOR OPENING A DEMAT ACCOUNT - INDIVIDUAL**



**MultipleX Capital Limited**

**DP (NSDL) DP ID : IN302620 • SEBI Regn. No.: IN-DP-NSDL-216-2001**  
 Regd. Office: 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085  
 Ph.: 011-47055555, Fax : 011-27561629  
 E-mail : customer.grievance@onlymultiplex.com, info@onlymultiplex.com  
 Website : www.onlymultiplex.com

Receipt No.	
Cash/Cheque No.	
Amount (Rs.)	
Branch	
Serial No.	

Date :

Client Id          
 (To be filled by Participant)

(To be filled by the Applicant in **BLOCK LETTER** in English)

I/We request you to open a Depository Account in my/our name as per the following details :

**Type of Account**       Ordinary Resident       NRI - Repatriable       Margin       Promoter  
 HUF       NRI - Non Repatriable       Other (Please specify).....

**SOLE / FIRST HOLDER'S DETAILS** (Please fill all the details in capital letter)

Name (Mr. / Ms.) : .....

Name of Father/Husband : .....

Local / Permanent Address : .....

City : ..... State : .....

Country : .....Pin Code

Correspondence Address : .....

City : ..... State : .....

Country : .....Pin Code

Telephone No.(with STD code) : ..... Fax No. : .....

Mobile No. : ..... SMS Facility :  Yes       No

E-mail : ..... Occupation : .....

**OTHER HOLDER DETAILS**

**Second Holder Name** (Mr./Ms.): .....

Name of Father/Husband : .....

Correspondence Address : .....

City : ..... State : .....

Country : .....Pin Code

Telephone No.(with STD code) : ..... Fax No. : .....

Mobile No. : ..... SMS Facility :  Yes       No

E-mail : ..... Occupation : .....

.....

Sole/First Holder Signature

.....

Second Holder Signature

.....

Third Holder Signature

**Third Holder Name (Mr. / Ms.)** : .....

Name of Father/Husband : .....

Correspondence Address : .....

City : ..... State : .....

Country : .....Pin Code

Telephone No.(with STD code) : ..... Fax No. : .....

Mobile No. : ..... SMS Facility :  Yes  No

E-mail : ..... Occupation : .....

Address for Communication /Corporate :  Local / Permanent Address  Correspondence Address / Foreign Address  
Benefits (Default option is Local Address)

**ADDITIONAL FINANCIAL DETAILS**

Financial Status (Annual Income) :  <Rs. 5 Lakh  Rs. 5-10 Lakh  Rs. 10-15 Lakh  > Rs. 15 Lakh

Nature of Business : .....

**GUARDIAN DETAILS (In case the Sole Holder is a minor)**

Name (Mr. / Ms.) : .....

Relationship (if any) : .....

Address : .....

Pin Code:

Date of Birth of Minor :

**IN CASE OF NRI's**

Foreign Address : .....

RBI Reference No. : ..... RBI Approval Date :


**STANDING INSTRUCTIONS**


I/We authorise you to receive credits automatically into my/our account  Yes  No  
(If you do not wish to authorised for credit kindly tick at 'No')


**Account to be operated through Power of Attorney (POA)**  Yes  No

**FINANCIAL DETAILS**

	P.A.N.	IT CIRCLE / WARD / DISTRICT NO.
Sole/First Holder :	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	.....
Second Holder :	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	.....
Third Holder :	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	.....
Guardian Details (if Sole holder is minor) :	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	.....

  
.....  
Sole/First Holder Signature

  
.....  
Second Holder Signature

  
.....  
Third Holder Signature

**BANK DETAILS (Please submit copy of cancelled cheque)**

Bank Account No. : .....

Bank Account type :  Saving  Current  Others (please specify).....

Bank Name : .....

Branch Address : .....

City : ..... State : .....

Country : .....Pin Code

Bank Code (9 digit MICR Code)\* :

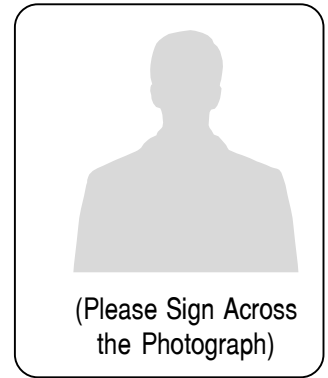
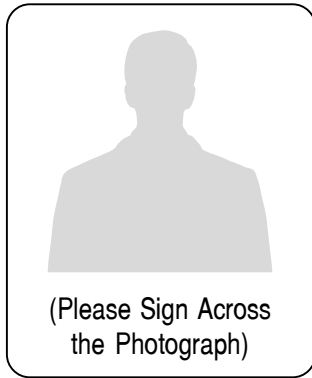
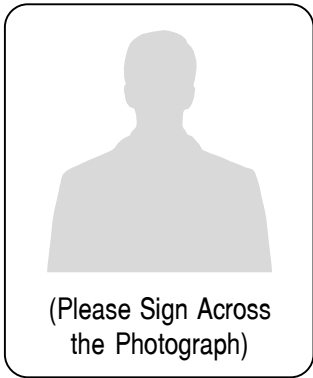
\*9 Digit Code No. of the Bank & Branch appearing on the MICR cheque issued by the Bank

**PLEASE ATTACH RECENT PASSPORT SIZE PHOTOGRAPH IN THE SPACE PROVIDED BELOW**

**Sole / First Holder**

**Second Holder**

**Third Holder**



**(Signature should be preferably in black ink) (in case of minor holder, photograph of guardian has to be affixed along with minor's photograph)**

**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.

**NAME OF HOLDER (S)**

**SIGNATURE (S)**

Sole/First Holder	: .....	
Second Holder	: .....	
Third Holder	: .....	
Guardian Details (if Sole holder is minor)	: .....	

Note: Thumb impressions and signatures other than Hindi or English or any of the other languages not contained in the 8th Schedule of Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate.

## NOMINATION

- 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.
- I/We do not wish to make a nomination

Name of the Nominee (Mr./Ms.) : .....

Relationship with the applicant (if any) : .....

Address of Nominee : .....

Pin Code:

Date of Birth (in case of minor) :      Signature of Nominee : .....

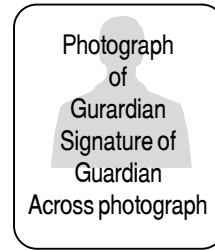
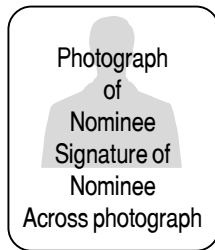
Name of Guardian (Mr./Ms.) : .....

(In case nominee is a minor)

Address of Guardian : .....

Pin Code:

Signature of Guardian : .....



.....

Sole/First Holder Signature

.....

Second Holder Signature

.....

Third Holder Signature

### Signature of Two Witness

	Name	Address	Signature with Date
1.	..... ..... .....	..... ..... .....	<input style="width: 100%; height: 30px;" type="text"/> Date <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/>
2.	..... ..... .....	..... ..... .....	<input style="width: 100%; height: 30px;" type="text"/> Date <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/>

## INSTRUCTIONS RELATED TO NOMINATION

- I. 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 jointly all joint holders will sign the nomination form.
- II. 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.
- III. 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 Nominee, subject to the exchange controls in force, from time to time.
- IV. Nomination in respect of the beneficiary owner account stands rescinded upon closure of the beneficiary owner account.
- V. Similarly, the nomination in respect of the securities shall stand terminated upon transfer of the securities.
- VI. Transfer of securities in favour of a Nominee shall be valid discharge by the depository against the legal heir.
- VII. 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-individuals including society, trust, body corporate, partnership firm, karta of Hindu Undivided Family, holder of power of attorney cannot cancel the nomination. If the beneficiary owner account is held jointly, all joint holders will sign the cancellation form.
- VIII. 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.



**Third Holder Name (Mr. / Ms.)** : .....

Name of Father/Husband : .....

Correspondence Address : .....

City : ..... State : .....

Country : ..... Pin Code

Telephone No.(with STD code) : ..... Fax No. : .....

Mobile No. : ..... SMS Facility :  Yes  No

E-mail : .....

**IN CASE OF FIIs/OCBs/Others (as may be applicable)**

Foreign Address : .....

RBI Reference No. : ..... RBI Approval Date :

SEBI Registration No. (for FIIs) : .....

Address for Communication /Corporate :  Local / Permanent Address  Correspondence Address / Foreign Address  
Benefits (Default option is Local Address)

**STANDING INSTRUCTIONS**

I/We authorise you to receive credits automatically into my/our account  Yes  No  
(If you do not wish to authorised for credit kindly tick at 'No')

**Account to be operated through Power of Attorney (POA)**  Yes  No

**FINANCIAL DETAILS**

	P.A.N.	IT CIRCLE / WARD / DISTRICT NO.
Sole/First Holder :	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	.....
Second Holder :	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	.....
Third Holder :	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	.....
Guardian Details (if Sole holder is minor) :	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	.....

**ADDITIONAL FINANCIAL DETAILS**

Financial Status : .....

Nature of Business : .....

**BANK DETAILS (Please submit copy of cancelled cheque)**

Bank Account No. : .....

Bank Sub-type :  Saving  Current  Others (please specify).....

Bank Name : .....


Branch Address : .....


City : ..... State : .....


Country : ..... Pin Code

Bank Code (9 digit MICR Code)\* :

\*9 Digit Code No. of the Bank & Branch appearing on the MICR cheque issued by the Bank

 .....  
Sole/First Holder Signature

 .....  
Second Holder Signature

 .....  
Third Holder Signature

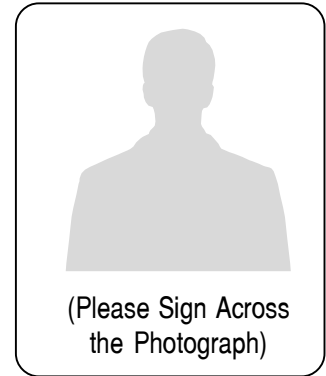
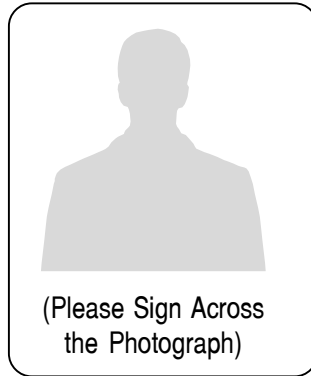
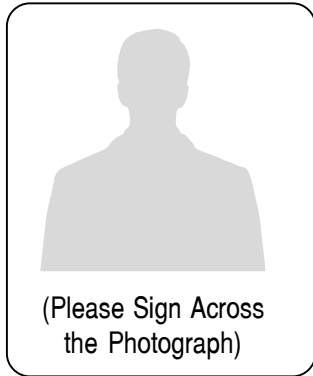


**PLEASE ATTACH RECENT PASSPORT SIZE PHOTOGRAPH IN THE SPACE PROVIDED BELOW**

**Sole / First Holder**

**Second Holder**

**Third Holder**



**(Signature should be preferably in black ink) (in case of minor holder, photograph of guardian has to be affixed along with minor's photograph)**

**DECLARATION**

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

**NAME OF HOLDER (S)**

**SIGNATURE (S)**

1st Auth. Signatory : .....	
2nd Auth. Signatory : .....	
3rd Auth. Signatory : .....	
<b>Other Holder</b> Second Holder : .....	
3rd Holder : .....	

**NOTES:**

1. In case of additional signatures, separate annexures should be attached to the application form.
2. As per NSDL Circular No. NSDL/PI/2002/131 dated August 8, 2002, following documents may be accepted as proof of identity / proof of address:
  - i. Memorandum & Articles of Association (MOA & AOA), board resolution for opening, demat account and the list of authorised signatures alongwith their specimen signatures and photographs, etc.
  - ii. Introduction by an existing account holder or by the applicant's bank.
  - iii. Proof of address of the corporate evidenced by the document registered with Registrar of Companies or acknowledged copy of Income Tax Return or Bank Statement or Leave and License agreement/Agreement for sale.
3. 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.
4. Strike off whichever is not applicable.

**FORMAT OF THE BOARD RESOLUTION**

(on letter head of company)

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF \_\_\_\_\_  
AT THEIR MEETING HELD ON \_\_\_\_\_ AT THEIR REGISTERED  
OFFICE \_\_\_\_\_**

1. Resolved that a Corporate Beneficiary/ Clearing Member Account be opened for depository purpose with Multiplex Capital Limited, Regd. Office 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085
2. Further Resolved that Mr. \_\_\_\_\_, and Mr. \_\_\_\_\_ Authorised Signatory of the company whose specimen signatures are attested below be jointly/severally authorised to sign on behalf of the company, all documents and forms relating to such account (in relation to debit or credit or otherwise) in such forms as may be required by Multiplex Capital Limited and further any instructions, indemnities and counter indemnities which may be required by Multiplex Capital Limited from the company in connection with the above mentioned account.
3. That this resolution be communicated to Multiplex Capital Limited and remain in force until notice in writing be given to Multiplex Capital Limited

For : \_\_\_\_\_

Specimen Signature of :

Mr. \_\_\_\_\_

Mr. \_\_\_\_\_

Director : \_\_\_\_\_

Attested by  
Director

**INTRODUCTION**

(by an existing account holder/applicant's bank)

DP-ID IN \_\_\_\_\_ Client ID \_\_\_\_\_ (In case of existing account holder.)

I confirm the identity and address of the applicant(s)

Name : \_\_\_\_\_

Address : \_\_\_\_\_

: \_\_\_\_\_

Signature of Introducer/Signature and  
Seal in case of Bank (To be verified by DP Official)

**AGREEMENT BETWEEN THE DEPOSITORY PARTICIPANT AND THE CM/BENEFICIAL OWNER SEEKING TO OPEN AN ACCOUNT WITH THE DEPOSITORY PARTICIPANT - INDIVIDUAL AND CORPORATE**

This agreement made and entered into this..... day of ..... between ..... situated at.....  
 .....(hereinafter called “the client”) and Multiplex Capital Limited having registered office at 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085 (hereinafter called “the Depository Participant”)

**Witnesseth**


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


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


1. The Client shall pay such charges to 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 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 securities held in dematerialised form on behalf of the Client.
4. The Depository Participant undertakes that a transfer to and from the account 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 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 byelaws 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 are transferred to the account of the Client held with another Participant or is rematerialised in the manner specified in the bylaws and Business rules.
9. The Client further agrees that In the event of the Client committing a default in the payment of

  
 .....  
 Sole/First Holder Signature

  
 .....  
 Second Holder Signature

  
 .....  
 Third Holder Signature

.....  
  
 Third Holder Signature

.....  
  
 Second Holder Signature

.....  
  
 Sole/First Holder Signature

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 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 amount 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 NSDL 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. NSDL 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 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 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 under takes 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 Byelaws of NSDL and that such procedure shall be applicable to any disputes between the Depository Participant and the Client.
18. The Depository Participant and 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 courts at Mumbai only.

IN WITNESS WHEREOF the client and Depository participant has caused these presents to be executed as of the day and year first above written.

Signed and delivered by Client
Sole/First Holder Signature
Second Holder Signature
Third Holder Signature
<b>Signed and delivered by Participant</b>
<b>For Multiplex Capital Limited</b>
Authorised Signatories

<b>Witness</b>	
Signature :	
Name :	
Address :	

<b>Witness</b>	
Signature :	
Name :	
Address :	

Place : .....  
Date : .....

**\* Please stamp & Sign in case of HUF Account**  
**\*\* In case of Joint holding, all joint holders must sign.**

**AUTHORISATION FOR PROVIDING DP TRANSACTION STATEMENT BY EMAIL OR ON WEBSITE**




To,  
**Multiplex Capital Limited**  
 Regd. Office : 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085

Dear Sir,

As per clause 6 of DP Client agreement you are required to provide me/us transaction statement including statement of account.

1. I/we understand that, I/we have the option to receive transaction statement by email or on website. in pursuance of the same, I/We hereby opt for receipt of transaction statement (including but not limited to statement of account holding statement or any other communication) through email .....Or on website.
2. I/we is/are aware that I/we will not receive the transaction statement in paper form.
3. I/we will take all the necessary means to ensure confidentiality and secrecy of the login name and password of the internet/email account.
4. I/we, is/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, in which case. I/we shall not hold you responsible in any manner.
5. I/we shall immediately inform the DP about change in email address if any, in case transaction statement are send by email.
6. I/we/you shall have the right to terminate this service by giving a 10 days written notice in advance.

Thanking you,  
 Yours faithfully

 ..... Sole/First Holder Signature Place :.....	 ..... Second Holder Signature	 ..... Third Holder Signature Date :.....
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**DECLARATION TO BE GIVEN BY HUF ON THE LETTER HEAD OF THE HUF**

To,  
**Multiplex Capital Limited**  
 Regd. Office : 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085

Dear Sir,

We, all the coparceners (members) detailed below of the Hindu Undivided Family having PAN No. ....do here by authorize Karta of the family Mr....., to open /operate in the name of this HUF a dealing / trading account and inter-alia to open and / or operate accounts with a Depository Participant and to issue notices and instructions relating to transfer , pledging , dematerializing or Rematerializing , orders , execute deals through you for and on behalf of the above named HUF and we state that we are and shall always be jointly and severally responsible for the dealings/ orders / trades / transactions that are executed by the karta Mr..... and all his orders /deals shall be binding on the HUF and all its members jointly as well as severally.

In the eventuality of change of Karta or change in the constitution of HUF we shall inform you in writing and understand that we are required to collect from you an acknowledgement of having taken the same on record.

The Specimen signature of the Karta Mr. .... is given below:

Specimen Signature in full.....

Thanking you,  
 Yours faithfully,

Name of the Co-Parceners	Sex	Date of Birth	Relationship with the Karta	Signature of the Co-Parceners



## MultipleX Capital Limited

Member : NSE, BSE, MCX-SX • DP (NSDL) DP ID : IN302620

SEBI Regn. No.: IN-DP-NSDL-216-2001

Regd. Office: 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085

Ph.: 011-47055555, Fax : 011-27561629

E-mail : customer.grievance@onlymultiplex.com Website : www.onlymultiplex.com

### SCHEDULE - A SCHEDULE OF CHARGES FOR DEPOSITORY SERVICE Corporate / Individual

Description	Option 1	Option 2	Option 3	Option 4
Account Opening Charge	NIL	NIL	NIL	NIL
Annual Maintenance Charges	Rs. 150.00	Rs. 250.00	Rs. 600.00*	Rs. 3000.00*
Transaction Charges :				
Mkt./off Mkt Delivery Per /T	Rs. 13.00	Rs. 12.00	Rs. 11.00	Rs. 7.50
Mkt./off Mkt Receipt	Free	Free	Free	Free
<b>Common Charges to all scheme :</b>				
Demat Charges	Rs.2.00 Per Certificate (Min. 5 Cert.) + Rs. 25 Courier			
Dematerialisation Request Form	Rs. 1.00 Per Form			
Demat Charges	Rs. 35.00			
Demat Rejection Charges	Rs. 40.00 Per Rejection			
Instruction Book Charges	Rs. 15 (10 Leaf) Rs. 40 (50 Leaf)			
Pledge / Hypothecation Creation / Confirmation	Rs. 50.00 Per Transaction			
Invocation	Rs. 25.00 Per Instruction			
Speed-e & Ideas for P/w User	Rs. 50.00 Per Quarter			
Speed-e Smart Card User	Rs. 150.00 Per Annual			
Ideas	Rs. 15.00 Per Quarter			

Note :

1. Cost of Account Opening Form is NIL however client will bear the cost for agreement between Depository Participant and Client.
2. The aforesaid charges are subject to changes with 30 days prior notice from time to time at the management.
3. Any other services not specified above shall be charges extra.
4. Non periodic statement and other communication shall be charged @ Rs. 5.00 Per Page and actual postage / courier charges are @ Rs. 15.00 per mail
5. Failed instruction charges are Rs. 5.00 per instruction.

\* NOTE : Life-time AMC free

Kindly enroll me/us for option

.....  
Sole/First Holder Signature

.....  
Second Holder Signature

.....  
Third Holder Signature



MultipleX Capital Limited  
DP ID : IN302620, SEBI Regn. No. : IN-DP-NSDL-216-2001

**DEPOSITORY DIVISION**

**ELECTRONIC CLEARING SERVICE (DEBIT CLEARING) MANDATE FORM**

- 1. DP A/c. No. :
- 2. Name : .....
- 3. Bank Name .....
- A) Branch Name .....
- B) 9-Digit MICR Code\*
- C) Account Type  S.B. A/c (Code 10)  Current A/c (Code 11)  
 Cash Credit (Code 13)
- D) Ledger No./Folio No. \_\_\_\_\_ Account No. \_\_\_\_\_

\* Appearing on the MICR Cheque issued by the Bank (Please attach the Photocopy of a Cheque or a blank cancelled issued by your bank for verifying the accuracy of the Code Number)

I, hereby, declare that the particulars given are correct and complete. If the transaction is delayed or not hold the user responsible. I hereby agree to discharge the responsibility expected of me as a participant under the scheme.



Date : \_\_\_\_\_ Signature of the Applicant(s)

**BANK CERTIFICATION (Not required if photocopy of the cheque is enclosed).**

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp :

Date : \_\_\_\_\_  
Signature of Authorised Bank Official

**AUTHORISATION TO BANK FOR DEBITING THE ACCOUNT**

The Branch Manager

.....  
.....

Dear Sir,

I/We \_\_\_\_\_ residing at \_\_\_\_\_

maintain a \_\_\_\_\_ account No. \_\_\_\_\_

with your branch

I/We hereby authorised the Bank to debit all types of commission / fees (Service Charges) payable by me/us and charged by Multiplex Capital Limited Through the ECS (Debit Clearing) facility to my bank account with you. I/We undertake the sufficient balances shall be maintained by me / us, so that the right of the Bank to debit the Service Charges is not impaired. I/We hereby undertake not to revoke this authority without the written approval from the Bank.

SIGNED at \_\_\_\_\_ (place), this \_\_\_\_\_ (day)  
of \_\_\_\_\_ (month), \_\_\_\_\_ (Year)

Signature \_\_\_\_\_ Name \_\_\_\_\_

Signature \_\_\_\_\_ Name \_\_\_\_\_

Signature \_\_\_\_\_ Name \_\_\_\_\_

**(A/c holder's Signature should be the same as in bank A/c. In case of joint account both the holder must sign the mandate form)**



MultipleX Capital Limited  
DP ID : IN302620, SEBI Regn. No. : IN-DP-NSDL-216-2001

**DEPOSITORY DIVISION**

**Electronic CLEARING SERVICE (DEBIT CLEARING) MANDATE FORM**

- 1. DP A/c. No. :
- 2. Name : .....
- 3. Bank Name .....
- A) Branch Name .....
- B) 9-Digit MICR Code\*
- C) Account Type  S.B. A/c (Code 10)  Current A/c (Code 11)  
 Cash Credit (Code 13)
- D) Ledger No./Folio No. \_\_\_\_\_ Account No. \_\_\_\_\_

\* Appearing on the MICR Cheque issued by the Bank (Please attach the Photocopy of a Cheque or a blank cancelled issued by your bank for verifying the accuracy of the Code Number)

I, hereby, declare that the particulars given are correct and complete. If the transaction is delayed or not hold the user responsible. I hereby agree to discharge the responsibility expected of me as a participant under the scheme.



Date : \_\_\_\_\_ Signature of the Applicant(s)

**BANK CERTIFICATION (Not required if photocopy of the cheque is enclosed).**

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp :

Date : \_\_\_\_\_  
Signature of Authorised Bank Official

**AUTHORISATION TO BANK FOR DEBITING THE ACCOUNT**

The Branch Manager

.....  
.....

Dear Sir,

I/We \_\_\_\_\_ residing at \_\_\_\_\_

maintain a \_\_\_\_\_ account No. \_\_\_\_\_

with your branch

I/We hereby authorised the Bank to debit all types of commission / fees (Service Charges) payable by me/us and charged by Multiplex Capital Limited Through the ECS (Debit Clearing) facility to my bank account with you. I/We undertake the sufficient balances shall be maintained by me / us, so that the right of the Bank to debit the Service Charges is not impaired. I/We hereby undertake not to revoke this authority without the written approval from the Bank.

SIGNED at \_\_\_\_\_ (place), this \_\_\_\_\_ (day)  
of \_\_\_\_\_ (month), \_\_\_\_\_ (Year)

Signature \_\_\_\_\_ Name \_\_\_\_\_

Signature \_\_\_\_\_ Name \_\_\_\_\_

Signature \_\_\_\_\_ Name \_\_\_\_\_

**(A/c holder's Signature should be the same as in bank A/c. In case of joint account both the holder must sign the mandate form)**



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## INDEX

**DECLARATION PURSUANT TO NATIONAL STOCK EXCHANGE OF INDIA CIRCULAR BEARING REFERENCE NO. NSE/INSP/2006/52 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**

### MANDATORY DOCUMENTS

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4.	Member - Client Agreement - BSE	11-13
5.	Member - Client Agreement - MCX-SX	14-16
6.	Member - Client Agreement - USEIL	17-19
7.	Tripartite Agreement Between Stock Broker, Sub-broker And Client - NSE	20-23
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### NON-MANDATORY DOCUMENTS

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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.





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**APPLICATION FOR CLIENT REGISTRATION - INDIVIDUAL**



**MultipleX Capital Limited**

Regd. Office : 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085  
 Ph.: 011-47055555, Fax : 011-27561629  
 E-mail : customer.grievance@onlymultiplex.com, info@onlymultiplex.com Website : www.onlymultiplex.com  
 SEBI Registration No.: NSE Cash-INE230783732, NSE F&O-INE230783732, NSE Currency-INE230783732  
 BSE Cash-INE010783737, BSE Currency-INE010783737, MCX-SX Currency-INE260783732, USEIL Currency-INE270783736  
 Clearing Member (for Derivative Segments): Globe Capital Market Ltd.  
 Regd. Office : 609, Ansal Bhawan, K.G. Marg, New Delhi 110001, Sebi Regn No. INF230663732

Please affix  
your recent  
passport size  
photograph &  
sign across

Note :

The information to be given in the form, is the sole property of Multiplex Capital 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

UIN No. :

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)

MICR No.

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

\_\_\_\_\_

**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

**Networth (self declaration)**

Are you or have you been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior government/ judicial/ military officers, senior executives of state-owned corporations, important political party officials? If yes, please give details

Are you a family member and/ or close relative of a person of above? If yes, please give details

**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) .....





## TRADING PREFERENCE



**Stock Exchange on which you wish to trade : (please tick in the relevant boxes)**

NSE  \_\_\_\_\_
  MCX-SX  \_\_\_\_\_
  ALL  \_\_\_\_\_

BSE  \_\_\_\_\_
  USEIL  \_\_\_\_\_

**Market Segment on which you wish to trade : (please tick in the relevant boxes)**

Cash Market  \_\_\_\_\_
  Currency Derivatives Market  \_\_\_\_\_

Derivatives Market  \_\_\_\_\_
  All  \_\_\_\_\_

## 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) : 

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

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 :  \_\_\_\_\_

## NOMINATION DETAILS

Person nominated who is entitled to receive funds/ securities balances in the event of death of the client.

Name of Nominee : .....

Relationship with the Client : .....

Address of Nominee : .....

.....  
 .....

<b>Witness 1</b>	
Name	: .....
Address	: .....
signature	:  _____

<b>Witness 2</b>	
Name	: .....
Address	: .....
signature	:  _____

<b>Account settlement</b> (as per SEBI requirements) <input type="checkbox"/> Once a month <input type="checkbox"/> Once a quarter
--

### Annexure for Additional Details for banks accounts/ demat accounts/etc. (if any)

### For Office Purposes (To be inserted by the Trading Member Firm)

Unique Constituent Code	
Original documents *	Verified By Authorised By
Website tally of PAN number*	
In person verification done by*	
Third party database search done by* (including <a href="http://www.un.org/sc/committees/1267/consolist.shtml">http://www.un.org/sc/committees/1267/consolist.shtml</a> )	
Brokerage Scheme	

\*Name, place, signature and date of the staff/ employee

**APPLICATION FOR CLIENT REGISTRATION - CORPORATE**



**MultipleX Capital Limited**

Regd. Office : 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085  
 Ph.: 011-47055555, Fax : 011-27561629  
 E-mail : customer.grievance@onlymultiplex.com, info@onlymultiplex.com Website : www.onlymultiplex.com  
 SEBI Registration No.: NSE Cash-INB230783732, NSE F&O-INF230783732, NSE Currency-INE230783732  
 BSE Cash-INB010783737, BSE Currency-INE010783737, MCX-SX Currency-INE260783732, USEIL Currency-INE270783736  
 Clearing Member (for Derivative Segments): Globe Capital Market Ltd.  
 Regd. Office : 609, Ansal Bhawan, K.G. Marg, New Delhi 110001, Sebi Regn No. INF230663732

Please affix  
your recent  
passport size  
photograph &  
sign across

Note :

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

Status :  Body Corporate  Trust  
 Bank  Others (Please Specify).....

Name of the Company/Firm : .....

Date of Incorporation :

Date of Commencement of Business :

Nature of Business : .....

Unique Identification Number : .....

Registration Number (with ROC, SEBI or any government authority) : .....

Registered Office Address : .....

City : ..... State : .....

Country : ..... Pin Code :

Address for Communication : .....

(Please Attach address proof) City : ..... State : .....

Country : ..... Pin Code :

Nationality : .....

Telephone No. (with STD/ISD Code) : ..... Mobile : .....

Fax..... PAN :

Email : .....

**DETAILS OF PROMOTERS**

Sr. No.	Name of Promoters	Residential Address
1.		
2.		
3.		

(Please use separate sheet if more than three)

**DETAILS OF WHOLE TIME DIRECTOR(S)**

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

(Please use separate sheet if more than three)

\_\_\_\_\_

**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)

MICR No.

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**

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) .....



**TRADING PREFERENCE**

Stock Exchange on which you wish to trade : (please tick in the relevant boxes)

NSE  \_\_\_\_\_       MCX-SX  \_\_\_\_\_       ALL  \_\_\_\_\_

BSE  \_\_\_\_\_       USEIL  \_\_\_\_\_

Market Segment on which you wish to trade : (please tick in the relevant boxes)

Cash Market  \_\_\_\_\_       Currency Derivatives Market  \_\_\_\_\_

Derivatives Market  \_\_\_\_\_       All  \_\_\_\_\_

 \_\_\_\_\_



**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) : 

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

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 : .....

## MEMBER - CLIENT AGREEMENT - NSE

This agreement is made and executed at..... this.....day of.....,20..... between M/s. Multiplex Capital Limited, a body corporate, incorporated under the provisions of the companies act, 1956 and having its registered office at 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085 (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/s .....  
S/o, D/o, W/o .....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, 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. INB230783732  
for cash segment, SEBI registration no. INF230783732 for  
derivatives segment, SEBI registration no. INE230783732 for  
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 :**

<b>MULTIPLEX CAPITAL LIMITED</b>	
<b>Member : National Stock Exchange of India Ltd. (NSE)</b>	
Regd. Office: 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085	
Ph.: 011-47055555, Fax : 011-27561629	
E-mail : customer.grievance@onlymultiplex.com info@onlymultiplex.com	
Website : www.onlymultiplex.com	
SEBI Registration Number (Capital Market)	INB230783732
SEBI Registration Number (Derivative Market)	INF230783732
SEBI Registration Number (Currency)	INE230783732
<b>For Multiplex Capital Limited</b>	
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. Multiplex Capital Limited, a body corporate, incorporated under the provisions of the companies act, 1956 and having its registered office at 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085 (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, as the case may be, of the one part;

And

Mr/Ms/M/s .....S/o .....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, 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. INB010783737 for cash segment, SEBI registration no. INE010783737 for 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.

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.

**Additional clause for voluntary documents**

The trading member and client agree that they may enter into additional clause(s)/ documentation(s) which are voluntary and at the discretion of the trading member and the client. The same are required in order to ensure smooth functioning in the day to day activities, and also for special facilities like internet trading facility offered by the trading member, Securities Lending Borrowing, etc. The client understands that he/she need not execute this document if he / she does not wish to use that facility. The client also understands his/her right to terminate the document, in which eventuality, the trading member may terminate the special facility. Such additional voluntary clauses shall form part and parcel of this agreement. 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.

- 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

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 :**

**Signed for and on behalf of Client :**

<p><b>MULTIPLEX CAPITAL LIMITED</b>  <b>Member : Bombay Stock Exchange Ltd. (BSE)</b>                  Regd. Office: 100/28, Keshav Tower, Rajapur Market,                  Sector-9, Rohini, Delhi-110085                  Ph.: 011-47055555, Fax : 011-27561629                  E-mail: customer.grievance@onlymultiplex.com,                  info@onlymultiplex.com                  Website : www.onlymultiplex.com                  SEBI Registration Number (Capital Market) INB010783737                  SEBI Registration Number (Currency) INE010783737</p>
<p>For <b>Multiplex Capital Limited</b></p>
<p>Authorised Signatory</p>

Signature(s)
Name
Address

**WITNESS**

- 1.
- 2.

**WITNESS**

- 1.
- 2.

## MEMBER - CLIENT AGREEMENT - MCX-SX

This agreement is made and executed at..... this.....day of.....,20..... between M/s. Multiplex Capital Limited, a body corporate, incorporated under the provisions of the companies act, 1956 and having its registered office at 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085 (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 currency derivatives segment , as the case may be, of the one part;

And

Mr/Ms/M/s .....  
S/o, D/o, W/o .....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, 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  
MCX Stock Exchange Limited (hereinafter referred to as "the  
exchange") with the SEBI registration no. INE260783732 for  
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 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 :**

<b>MULTIPLEX CAPITAL LIMITED</b>	
<b>Member : MCX Stock Exchange Limited (MCX-SX)</b>	
Regd. Office: 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085	
Ph.: 011-47055555, Fax : 011-27561629	
E-mail : customer.grievance@onlymultiplex.com info@onlymultiplex.com	
Website : www.onlymultiplex.com	
SEBI Registration Number (Currency)	INE260783732
<b>For Multiplex Capital Limited</b>	
Authorised Signatory	

**Signed for and on behalf of Client :**

Signature(s)
Name
Address

**WITNESS**

- 1.
- 2.

**WITNESS**

- 1.
- 2.

## MEMBER - CLIENT AGREEMENT - USEIL

This agreement is made and executed at..... this.....day of.....,20..... between M/s. Multiplex Capital Limited, a body corporate, incorporated under the provisions of the companies act, 1956 and having its registered office at 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085 (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 currency derivatives segment , as the case may be, of the one part;

And

Mr/Ms/M/s .....  
S/o, D/o, W/o .....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, 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  
United Stock Exchange of India Ltd. (USEIL) (hereinafter referred  
to as "the exchange") with the SEBI registration no. INE270783736  
for 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 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 :**

<b>MULTIPLEX CAPITAL LIMITED</b>	
<b>Member : United Stock Exchange of India Ltd. (USEIL)</b>	
Regd. Office: 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085	
Ph.: 011-47055555, Fax : 011-27561629	
E-mail : customer.grievance@onlymultiplex.com info@onlymultiplex.com	
Website : www.onlymultiplex.com	
SEBI Registration Number (Currency)	INE260783732
<b>For Multiplex Capital Limited</b>	
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. Multiplex Capital Limited, a body corporate, incorporated under the provisions of the companies act, 1956 and having its registered office at 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085 (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, as the case may be, of the one 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 230783732

- 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 or the stock broker intimates to the client his/its intention to terminate the agreement by giving one month notice in writing.
20. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
21. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction 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 :**

<p><b>MULTIPLEX CAPITAL LIMITED</b>  <b>Member : NSE</b>          Regd. Office: 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085          Ph.: 011-47055555, Fax : 011-27561629          Email: customer.grievance@onlymultiplex.com                info@onlymultiplex.com          Website : www.onlymultiplex.com          SEBI Regn(CM) INB230783732</p> <hr/> <p><b>For Multiplex Capital Limited</b></p>  <p>Authorised Signatory</p>	<p>Signature(s)</p> <hr/> <p>Name</p> <hr/> <p>Address</p> <hr/> <p>SEBI Regn. No.:</p>	<p>Signature(s)</p> <p style="text-align: center;"></p> <hr/> <p>Name</p> <hr/> <p>Address</p>
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**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. Multiplex Capital Limited, a body corporate, incorporated under the provisions of the companies act, 1956 and having its registered office at 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085 (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 010783737

- 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,

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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 or the stock broker intimates to the client his/its intention to terminate the agreement by giving one month notice in writing.

20. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
21. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction 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 :**

<p><b>MULTIPLEX CAPITAL LIMITED</b>  <b>Member : BSE</b>                  Regd. Office: 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085                  Ph.: 011-47055555, Fax : 011-27561629                  E-mail: customer.grievance@onlymultiplex.com                  info@onlymultiplex.com                  Website : www.onlymultiplex.com                  SEBI Regn(CM) INB010783737</p>	<p>Signature(s)</p>	<p>Signature(s)</p> 
<p>For <b>Multiplex Capital Limited</b></p> <p>Authorised Signatory</p>	<p>Name</p> <p>Address</p> <p>SEBI Regn. No.:</p>	<p>Name</p> <p>Address</p>

**WITNESS**

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**WITNESS**

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**WITNESS**

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**1. Refusal of orders for penny / illiquid stock**

The stock broker may from time to time limit (quantity/ value) / refuse orders in one or more securities due to various reasons including market liquidity, value of security(ies), the order being for securities which are not in the permitted list of the stock broker / exchange(s) / SEBI. Provided further that stock broker may require compulsory settlement / advance payment of expected settlement value/ delivery of securities for settlement prior to acceptance / placement of order(s) as well. The client agrees that the losses, if any on account of such refusal or due to delay caused by such limits, shall be borne exclusively by the client alone.

The stock broker may require reconfirmation of orders, which are larger than that 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 its risk perception.

**2. Setting up client's exposure limits and conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client**

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 trading system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which 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 including but not limited to limits on account of exchange/ SEBI directions/limits ( such as broker level/ market level limits in security specific / volume specific exposures etc. ) , 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 trading system on account of any such variation, reduction or imposition of limits. The client further 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, or it may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute / allow execution of orders due to but not limited to the reason of lack of margin / securities or the order being outside the limits set by stock broker / exchange/ SEBI and any other reasons which the stock broker may deem appropriate in the circumstances. The client agrees that the losses, if any on account of such refusal or due to delay caused by such review, shall be borne

exclusively by the client alone.

The stock broker is required only to communicate / advise the parameters for the calculation of the margin / security requirements as rate(s) / percentage(s) of the dealings, through anyone or more means or methods such as post / speed post / courier / registered post / registered A.D / facsimile / telegram / cable / e-mail / voice mails / telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer; by informing the client through employees / agents of the stock broker; by publishing / displaying it on the website of the stock broker / making it available as a download from the website of the stock broker; by displaying it on the notice board of the branch / office through which the client trades or if the circumstances, so require, by radio broadcast / television broadcast / newspapers advertisements etc; or any other suitable or applicable mode or manner. The client agrees that the postal department / the courier company / newspaper company and the e-mail / voice mail service provider and such other service providers shall be the agent of the client and the delivery shall be complete when communication is given to the postal department / the courier company / the e-mail/voice mail service provider, etc. by the stock broker and the client agrees never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever and once parameters for margin / security requirements are so communicated, the client shall monitor his / her / its position (dealings / trades and valuation of security) on his / her / its own and provide the required / deficit margin / security forthwith as required from time to time whether or not any margin call or such other separate communication to that effect is sent by the stock broker to the client and /or whether or not such communication is received by the client.

The client is not entitled to trade without adequate margin / security and that it shall be his / her / its responsibility to ascertain beforehand the margin / security requirements for his/ her /its orders / trades / deals and to ensure that the required margin / security is made available to the stock broker in such form and manner as may be required by the stock broker. If the client's order is executed despite a shortfall in the available margin, the client, shall, whether or not the stock broker intimates such shortfall in the margin to the client, make up the shortfall suo moto immediately. The client further agrees that he /she / it shall be responsible for all orders (including any orders that may be executed without the required margin in the client's account) & / or any claim /loss/ damage arising out of the non availability /shortage of margin /security required by the stock broker & / or exchange & / or SEBI.



The stock broker is entitled to vary the form (Le., the replacement of the margin / security in one form with the margin / security in any other form, say, in the form of money instead of shares) & / or quantum & / or percentage of the margin & / or security required to be deposited / made available, from time to time.

The margin / security deposited by the client with the stock broker are not eligible for any interest.

The stock broker is entitled to include / appropriate any / all payout of funds & / or securities towards margin / security without requiring specific authorizations for each payout.

The stock broker is entitled to transfer funds & / or securities from his account for one exchange & / or one segment of the exchange to his / her / its account for another exchange & / or another segment of the same exchange whenever applicable and found necessary by the stock broker. The client also agrees and authorises the stock broker to treat / adjust his / her / its margin / security lying in one exchange & / or one segment of the exchange / towards the margin / security / pay in requirements of another exchange & / or another segment of the exchange.

The stock broker is entitled to disable / freeze the account & / or trading facility / any other service. facility, if, in the opinion of the stock broker, the client has committed a crime / fraud or has acted in contradiction of this agreement or / is likely to evade / violate any laws, rules, regulations, directions of a lawful authority whether Indian or foreign or if the stock broker so apprehends.

### 3. Applicable brokerage rate

The stock broker is entitled to charge brokerage within the limits imposed by exchange which at present is as under:

**a. For Cash Market Segment:** The maximum brokerage chargeable in relation to trades effected in the securities admitted to dealings on the Capital Market segment of the Exchange shall be 2.5 % of the contract price exclusive of statutory levies. It is hereby further clarified that where the sale / purchase value of a share is Rs.10/- or less, a maximum brokerage of 25 paise per share may be collected.

**b. For Option contracts:** Brokerage for option contracts shall be charged on the premium amount at which the option contract was bought or sold and not on the strike price of the option contract.

It is hereby clarified that brokerage charged on options contracts shall not exceed 2.5% of the premium amount or Rs 100/- (per lot) whichever is higher.

### 4. Imposition of penalty / delayed payment charges

The client agrees that any amounts which are overdue from the client towards trading or on account of any other reason to the stock broker will be charged with delayed payment charges at such rates as may be determined by the stock broker.

The client agrees that the stock broker may impose fines / penalties for any orders / trades / deals / actions of the client which are contrary to this agreement / rules / regulations / bye laws of the exchange or any other law for the time being in force, at such rates and in such form as it may deem fit. Further where the stock broker has to pay any fine or bear any punishment from any authority in connection with / as a consequence of / in relation to any of the orders / trades / deals / actions of the client, the same shall be borne by the client.

The client agrees to pay to the stock broker brokerage, commission, fees, all taxes, duties, levies imposed by any authority including but not limited to the stock exchanges (including any amount due on account of reassessment / backlogs etc.), transaction expenses, incidental expenses such as postage, courier etc. as they apply from time to time to the client's account / transactions / services that the client avails from the stock broker.

### 5. The right to sell clients' securities or close clients' positions, without giving notice to the client, on account of non-payment of client's dues

The stock broker maintains centralized banking and securities handling processes and related banking and depository accounts at designated place. The client shall ensure timely availability of funds/securities in designated form and manner at designated time and in designated bank and depository account(s) at designated place, for meeting his/her/its pay in obligation of funds and securities. The stock broker shall not be responsible for any claim/loss/damage arising out of non availability/short availability of funds/securities by the client in the designated account(s) of the stock broker for meeting the pay in obligation of either funds or securities. If the client gives orders / trades in the anticipation of the required securities being available subsequently for pay in through anticipated payout from the exchange or through borrowings or any off market delivery(s) or market delivery(s) and if such anticipated availability does not materialize in actual availability of securities / funds for pay in for any reason whatsoever including but not limited to any delays / shortages at the exchange or stock broker level / non release of margin by the stock broker etc., the losses which may occur to the client as a consequence of such shortages in any manner such as on account of auctions / square off / closing outs etc., shall be



solely to the account of the client and the client agrees not to hold the stock broker responsible for the same in any form or manner whatsoever.

In case the payment of the margin / security is made by the client through a bank instrument, the stock broker shall be at liberty to give the benefit / credit for the same only on the realization of the funds from the said bank instrument etc. at the absolute discretion of the stock broker.

Where the margin /security is made available by way of securities or any other property, the stock broker is empowered to decline its acceptance as margin / security & / or to accept it at such reduced value as the stock broker may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as the stock broker may deem fit in its absolute discretion.

The stock broker has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions/ securities / shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage mentioned on the website, whichever is earlier. The stock broker will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices. In case open position (Le. short/long) gets converted into delivery due to non square off because of any reason whatsoever, the client agrees to provide securities/funds to fulfill the payin obligation failing which the client will have to face auctions or internal close outs; in addition to this the client will have to pay penalties and charges levied by exchange in actual and losses, if any. Without prejudice to the foregoing, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

The stock broker is entitled to prescribe the date and time by which the margin / security is to be made available and the stock broker may refuse to accept any payments in any form after such deadline for margin / security expires.

Notwithstanding anything to the contrary in the agreement or elsewhere, if the client fails to maintain or provide the required margin/fund / security or to meet the funds/margins/ securities pay in obligations for the orders / trades / deals of the client within the prescribed time and form, the stock broker shall have the right without any further notice or communication to the client to take any one or more of the following steps:

- i. To withhold any payout of funds / securities.
- ii. To withhold / disable the trading / dealing facility to the client.
- iii. To liquidate one or more security(s) of the client by selling

the same in such manner and at such rate which the stock broker may deem fit in its absolute discretion. It is agreed and understood by the client that securities here includes securities which are pending delivery / receipt.

- iv. To liquidate / square off partially or fully the position of sale & / or purchase in anyone or more securities / contracts in such manner and at such rate which the stock broker may decide in its absolute discretion.
- v. To take any other steps which in the given circumstances, the stock broker may deem fit.

The client agrees that the loss(s) if any, on account of anyone or more steps as enumerated herein above being taken by the stock broker, shall be borne exclusively by the client alone and agrees not to question the reasonableness, requirements, timing, manner, form, pricing etc., which are chosen by the stock broker.

## 6. Shortages in obligations arising out of internal netting of trades

Stock broker shall not be obliged to deliver any securities or pay any money to the client unless and until the same has been received by the stock broker from the exchange, the clearing corporation/ clearing house or other company or entity liable to make the payment and the client has fulfilled his / her/ its obligations first.

The policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is as under:

- a. The securities delivered short are purchased from market on T+3 day which is the Auction Day on Exchange, and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client.
- b. If securities cannot be purchased from market due to any reason whatsoever on T+3 day they can be covered from the market on any subsequent trading days. In case any reason whatsoever (any error or omission) any delay in covering of securities leads to higher losses, stock broker will not be liable for the same. Where the delivery is matched partially or fully at the Exchange Clearing, the delivery and debits/credits shall be as per Exchange Debits and Credits.
- c. In cases of securities having corporate actions all cases of short delivery of cum transactions which cannot be auctioned on cum basis or where the cum basis auction payout is after the book closure / record date, would be compulsory closed out at higher of 10% above the official closing price on the auction day or the highest traded





price from first trading day of the settlement till the auction day.

## 7. Temporarily suspending or closing a client's account at the client's request

- i. The client may request the stock broker to temporarily suspend his account, stock broker may do so subject to client accepting / adhering to conditions imposed by stock broker including but not limited to settlement of account and/ or other obligation.
- ii. The stock broker can with hold the payouts of client and suspend his trading account due to his surveillance action or judicial or / and regulatory order/action requiring client suspension.

## 8. De-registering a client

Notwithstanding anything to the contrary stated in the agreement, the stock broker shall be entitled to terminate the agreement with immediate effect in any of the following circumstances:

- i. If the action of the Client are prima facie illegal/ improper or such as to manipulate the price of any securities or disturb the normal/ proper functioning of the market, either alone or in conjunction with others.
- ii. If there is any commencement of a legal process against the Client under any law in force;
- iii. On the death/lunacy or other disability of the Client;
- iv. If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;
- v. If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;
- vi. If the Client being a partnership firm, has any steps taken by the Client and/ or its partners for dissolution of the partnership;
- vii. If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- viii. If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security;
- ix. If there is reasonable apprehension that the Client is

unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable;

- x. If the Client suffers any adverse material change in his / her / its financial position or defaults in any other agreement with the Stock broker;
- xi. If the Client is in breach of any term, condition or covenant of this Agreement;
- xii. If any covenant or warranty of the Client is incorrect or untrue in any material respect;

However notwithstanding any termination of the agreement, all transactions made under / pursuant to this agreement shall be subject to all the terms and conditions of this agreement and parties to this agreement submit to exclusive jurisdiction of courts of law at the place of execution of this agreement by Stock Broker.

## Client Acceptance of Policies and Procedures stated hereinabove:

I/We have fully understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses this document any circumstances what so ever. These Policies and Procedures may be amended / changed unilaterally by the broker, provided the change is informed to me / us with through anyone or more means or methods such as post / speed post / courier / registered post / registered AD / facsimile / telegram / cable / e-mail / voice mails / telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer; by informing the client through employees / agents of the stock broker; by publishing / displaying it on the website of the stock broker / making it available as a download from the website of the stock broker; by displaying it on the notice board of the branch / office through which the client trades or if the circumstances, so require, by radio broadcast / television broadcast / newspapers advertisements etc; or any other suitable or applicable mode or manner. I/we agree that the postal department / the courier company / newspaper company and the e-mail/ voice mail service provider and such other service providers shall be my/our agent and the delivery shall be complete when communication is given to the postal department / the courier company / the e-mail/voice mail service provider, etc. by the stock broker and I/we agree never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever. These Policies and Procedures shall always be read along with the agreement and shall be compulsorily referred to while deciding any dispute / difference or claim between me/ us and stock broker before any court of law / judicial / adjudicating authority including arbitrator/ mediator etc.



**COMBINED RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET/CASH SEGMENT, CURRENCY DERIVATIVES SEGMENT AND FUTURES & OPTIONS SEGMENT (TO BE GIVEN BY THE BROKER TO THE CLIENT)**

**(To be give by the Broker to the Client)**

This document is issued by the member of the National Stock Exchange of India Limited (hereinafter referred to as "NSE") / Bombay Stock Exchange Limited (hereinafter referred to as "BSE") / MCX Stock Exchange Ltd. (hereinafter referred to as "MCX-SX") /United Stock Exchange of India Ltd. (USEIL) 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, F&O and Currency Derivatives Segments of NSE/BSE/MCX-SX/USEIL. All prospective constituents should read this document before trading on Capital Market/Cash Segment, F&O, Currency Derivatives segment of the Exchanges.

NSE/BSE/MCX-SX/USEIL/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/MCX-SX/USEIL/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, currency derivatives or other instruments traded on the Stock Exchange(s), which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/limited investment and/or trading experience and low risk tolerance. You should therefore carefully consider whether such trading is suitable for you in the light of your financial condition. In case you trade on NSE/BSE/MCX-SX/USEIL and suffer adverse consequences or loss, you shall be solely responsible for the same and NSE/BSE/MCX-SX/USEIL, 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, derivative or currency derivatives contract being traded on NSE/BSE/MCX-SX/USEIL.

It must be clearly understood by you that your dealings on NSE/BSE/MCX-SX/USEIL through a member shall be subject to your fulfilling certain formalities set out by the member, which may interalia include your filling the know your client form, client

registration form, execution of an agreement, etc., and are subject to the Rules, Byelaws and Regulations of NSE/BSE/MCX-SX/USEIL and its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by NSE/BSE/MCX-SX/USEIL or its Clearing Corporation/Clearing House and in force from time to time.

NSE/BSE/MCX-SX/USEIL 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/MCX-SX/USEIL 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 and currency derivatives contracts 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/currency derivatives contracts than in active securities/contracts. As a result of volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in notional or real losses.

**1.2 Risk of Lower Liquidity:**

Liquidity refers to the ability of market participants to buy and/or sell securities/contracts/currency derivatives 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/currency derivatives 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/currency derivatives contracts purchased or sold. There may be a risk of lower liquidity in some securities/contracts/currency derivatives 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 or currency derivatives contracts, as part of a day trading strategy, may also result into losses, because in such a situation, stocks/contracts 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 or any open position.

### 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/currency derivatives contract 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/currency derivatives 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/currency derivatives contract.

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/currency derivatives contract, and such order gets activated if and when the stock/contract/currency derivatives 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/currency derivatives 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/currency derivatives 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/currency derivatives contract.

### 1.6 Risk 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/contract due to any action on account of unusual trading activity or stock/currency derivatives contract hitting circuit filters or for any other reason.

### 1.8 System/Network Congestion:

Trading on NSE/BSE/MCX-SX/USEIL 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/currency derivatives contracts. If the index/contracts 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/contracts. 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.

## 2.4 Currency specific risks

1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.
3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

## 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/currency derivatives contracts through the mechanism provided by NSE/BSE/MCX-SX/USEIL.
- 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/MCX-SX/USEIL and who holds a registration certificate as a stock broker from SEBI.

I hereby acknowledge that I have read and understood this risks in the disclosure statement and Annexure - 1 containing my rights and obligations and retained a copy of these.

Name : .....

Signature :  \_\_\_\_\_  
(If partner, Corporate, or other Signatory, then attest with company seal)

## INVESTORS' RIGHTS AND OBLIGATIONS : ANNEXURE - 1

- 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 / currency derivatives markets 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/MCX-SX/USEIL 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/MCX-SX/USEIL 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/MCX-SX/USEIL 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 Cash Segments, F&O Segments and/or Currency Derivatives Segments of 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/MCX-SX/USEIL and whether they are enabled to trade may be verified from NSE/BSE/MCX-SX/USEIL website ([www.nseindia.com](http://www.nseindia.com)/[www.bseindia.com](http://www.bseindia.com)/[www.mcx-sx.com](http://www.mcx-sx.com)/[www.useindia.com](http://www.useindia.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 NSE/BSE/MCX-SX/USEIL/SEBI at any time, as is available with the investor.
- 1.3.4 Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of NSE/BSE/MCX-SX/USEIL 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/currency derivatives contract 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/details of the currency derivatives contract, 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/MCX-SX/USEIL, without delaying.
- 1.3.7 Facility of Trade Verification is available on NSE/BSE/MCX-SX/USEIL website ([www.nseindia.com](http://www.nseindia.com)/[www.bseindia.com](http://www.bseindia.com)/[www.mcx-sx.com](http://www.mcx-sx.com)/[www.useindia.com](http://www.useindia.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/MCX-SX/USEIL.
- 1.3.8 Ensure that payment of funds/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/MCX-SX/USEIL 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 funds/money and/or securities is not received on the next working day after date of pay-out announced by NSE/BSE/MCX-SX/USEIL 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/MCX-SX/USEIL.

1.3.10 Every member is required to send a complete 'Statement of Accounts', for both funds and securities settlement and margin 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/MCX-SX/USEIL, 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/MCX-SX/USEIL from time to time.

1.4 In case where a member surrenders his membership, NSE/BSE/MCX-SX/USEIL 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/MCX-SX/USEIL, ensure that you lodge a claim with NSE/BSE/MCX-SX/USEIL/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/MCX-SX/USEIL 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/MCX-SX/USEIL, ensure that you lodge a claim with NSE/BSE/MCX-SX/USEIL 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/MCX-SX/USEIL for the purpose of acquiring and/or selling of securities/currency derivatives contracts through the mechanism provided by NSE/BSE/MCX-SX/USEIL.
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/MCX-SX/USEIL and who holds a registration certificate as a stock broker from SEBI.
3. The term 'contract' refers to currency derivatives contract or F&O contract and the term 'underlying' refers to the underlying currency of such currency derivatives contracts or security of such F&O contracts.
4. NSE/BSE/MCX-SX/USEIL may be substituted with names of the relevant exchanges, wherever applicable.



\* Please retain a copy of the Agreement, Risk disclosure document & Investor Rights & Obligations for your reference.

## CONSENT FOR PROPRIETARY BUSINESS

To,

\_\_\_\_\_

\_\_\_\_\_

Dear Sir / Madam,

Under instruction of SEBI, The National Stock Exchange Ltd. (NSE), The Bombay Stock Exchange Limited (BSE), MCX Stock Exchange Ltd. (MCX-SX), United Stock Exchange of India Limited has directed all its members to inform their clients whether they engage in proprietary trading in this regard we wish to inform you that we as a company do engage in proprietary Business in the Cash/F&O/Currency Derivatives Segments of NSE, Cash/Currency Derivatives Segments of BSE and Currency Derivatives Segment of MCX-SX/USEIL.

Kindly take note of the above and oblige.

Thanking you

Truly Yours

For **Multiplex Capital Limited**

Authorised signatory

I have read the above letter.



## SUPPLEMENTAL MEMBER - CLIENT AGREEMENT - BSE (ITORS TRADING)

(To be give by the Broker to the Client)

This Supplement agreement is made and executed at..... this.....day of.....,20..... between M/s. Multiplex Capital Limited, a body corporate, incorporated under the provisions of the companies act, 1956 and having its registered office at 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085 (hereinafter called lithe 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 derivatives segment, as the case may be, of the one part;

And

Mr/Ms/M/s .....S/o .....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, 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:

1. The STOCK BROKER is a member of the Bombay Stock Exchange Ltd. (lithe Exchange”) and is also registered with the Securities & Exchange Board of India (“SEBI”) as a stock broker with SEBI Registration No. INB010783737 for cash segments.
2. The Client is a client/constituent of the stock broker, and the stock broker and the Client have entered into a Member Client Agreement date as specified in (“the Main Member-Client Agreement”);
3. The stock broker offers and/or proposes to offer the ITORS Service to its clients; and the Client desires to avail of the stock broker’s ITORS Service for purchasing, selling or otherwise dealing in securities;
4. The stock broker and the Client desire to enter into this Supplemental Agreement to the Main Member-Client Agreement in order to record the agreement between them relating to the stock broker’s ITORS Service to be availed of by the Client.

### IT IS HEREBY AGREED BETWEEN THE STOCK BROKER AND CLIENT as follows:

#### 1. Definitions:

- 1.1 In this Agreement (including the Recitals above), unless the context otherwise requires the following words shall have the following meanings:
  - i. “The Exchange” means the Bombay Stock Exchange Ltd. and includes a segment of the Exchange.
  - ii. “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.
  - iii. “ITORS” means Internet based Trading through Order Routing System, being a system approved by the Exchange for enabling clients to route their orders to their stock broker-brokers over the internet.
  - iv. “ITORS Account Application” means the application submitted by the Client to the stock broker to permit the Client to avail of the stock broker’s ITORS Service.
  - v. “ITORS Service” or “Service” means the service offered by the stock broker to its clients through ITORS where under the clients can route their orders for purchase, sale and other dealings in securities through the stock broker’s ITORS System.
  - vi. “STOCK BROKER’s ITORS System” or “STOCK BROKER’s ITORS Website” means the web site hosted by the stock broker on the internet through which the stock broker offers the ITORS Service and includes the hardware and software used for hosting and supporting the Website.
  - vii. “Password” means an alphanumeric code used by the Client to validate his/her user name and to access the Service.
  - viii. “SEBI” means the Securities & Exchange Board of India.
  - ix. “User name” means an alphanumeric login identification used by the Client for accessing the Service.
- 1.2 In this Agreement, headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Agreement.
- 1.3 In this Agreement, unless the context otherwise requires, reference to the singular includes a reference to the plural





and vice-versa, and reference to any gender includes a reference to all other genders.

1.4 In this Agreement, unless the context otherwise requires, references to Recitals and Clauses shall be deemed to be a reference to the recitals and clauses of this Agreement.

1.5 References to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.

## **2. AGREEMENT TO PROVIDE AND AVAIL OF THE ITORS SERVICE:**

The stock broker agrees to provide the stock broker's ITORS Service to the Client, and the Client agrees to avail of the stock broker's ITORS Service, on and subject to the terms and conditions of this Agreement, the Exchange Provisions and the terms of the stock broker's ITORS Web Site.

## **3. USER NAME AND PASSWORD:**

3.1 The Client will be entitled to a user name and password, which will enable him to access the stock broker's ITORS System for availing of the Service.

3.2 The Client is aware that the stock broker's ITORS System itself generates the initial password and that the stock broker is aware of the same. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the stock broker.

3.3 The Client shall be responsible for keeping the User name and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the stock broker's ITORS System using the Client's User name and/or Password whether or not such person was authorised to do so.

3.4 The Client shall immediately inform the stock broker of any unauthorised use of the Client's User name or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.

3.5 The Client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of his User name and/or Password by a third party and the risk of a person hacking into the Client's account on the stock broker's ITORS System and unauthorisedly routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or User name and also for any and all acts done by any person through the stock broker's ITORS System on the Client's User name in any manner whatsoever.

3.6 The Client shall log off from the ITORS Service 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 borne solely by the Client.

3.7 Without prejudice to the provisions of Clause 3.5, the Client shall immediately notify the stock broker in writing with full details if:

i. he discovers or suspects unauthorised access through his User name, Password or account,

ii. he notices discrepancies that might be attributable to unauthorised access, he forgets his password or he discovers a security flaw in the stock broker's ITORS System.

3.8 In any of the above events specified in Clause 3.7, 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 ITORS System to discontinue the use of the Client's old Password and the stock broker's ITORS 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."

## **4. TRANSACTIONS AND SETTLEMENTS:**

4.1 All orders for purchase, sale or other dealings in securities and other instructions routed through the stock broker's ITORS System via the Client's User name shall be deemed to have been given by the Client.

4.2 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.

4.3 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 ITORS System (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 ITORS System 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.

4.4 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 ITORS System, 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.

4.5 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.

4.6 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 ITORS System.

#### **5. MARGIN:**

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 stockbroker so long as the Client desires to avail of the stock broker's ITORS Service.

#### **6. CANCELLATION REQUESTS**

6.1 When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellation is received and the order is successfully cancelled before it is executed.

6.2 The Client shall not be entitled to presume an order as having been executed or canceled until a confirmation from the stock broker is received by the Client.

6.3 The Exchange may annul a trade suo-moto without giving a reason therefor. In the event of such annulment, the stock broker shall be entitled to cancel the relative contract(s) with the Client.

#### **7. BROKERAGE, COMMISSIONS AND FEES**

7.1 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.

7.2 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.

#### **8. CONFIRMATIONS**

Online confirmation will be available to the Client upon execution or cancellation of an order placed by him through the stock broker's ITORS System. This shall be followed by a confirmation, which may be sent by postal mail, electronic mail or other electronic means. It is the responsibility of the Client to review upon first receipt, whether delivered to him online, by postal mail, by electronic mail, or other electronic means, all confirmations of transactions or cancellations.

#### **9. INVESTMENT ADVICE**

9.1 The Client acknowledges that the stock broker shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment.

9.2 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.

9.3 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.

9.4 The Client assumes full responsibility with respect to his investment decisions and transactions.

9.5 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.

#### **10. SUPPLEMENTAL TO MAIN MEMBER - CLIENT AGREEMENT:**

This Agreement is supplemental to, and does not supersede, the Main Member-Client Agreement. Save and except as modified expressly or by implication by this Agreement the Exchange Provisions or the terms of the stock broker's ITORS Website, the provisions of the Main Member-Client Agreement shall apply mutatis mutandis to the extent applicable to dealings between the stock broker and the Client pursuant to or otherwise relating to the stock broker's ITORS Service.

#### **11. REPRESENTATIONS AND WARRANTIES OF CLIENT**

The Client represents and warrants to the stock broker that:

11.1 All the information provided and statements made in the Client's ITORS 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 ITORS Service to the Client on the basis, inter alia, of the statements made in the Client's ITORS Account Application.

- 11.2 The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and the stock broker's ITORS Service may at any time be unavailable without further notice. The stock broker and the Exchange do not make any representation or warranty that the stock broker's ITORS Service will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or the stock broker on account of any suspension, interruption, non-availability or malfunctioning of the stock broker's ITORS System or Service or the Exchange's service or systems for any reason whatsoever.
- 11.3 The Client has the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing his obligations and undertakings hereunder.
- 11.4 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.
- 11.5 The Client shall abide by the Exchange Provisions and the terms of the stock broker's ITORS Website in force from time to time.
- 11.6 Any instructions given by an authorised representative of the Client to the stock broker (or to the stock broker's representative) shall be binding on the Client.

## **12. REPRESENTATIONS AND WARRANTIES OF THE STOCK BROKER:**

The stock broker represents and warrants to the Client that: The stock broker's ITORS System has been approved by the Exchange. Where the ITORS system has not been approved by the Exchange, the stock broker has applied/proposes to apply to the Exchange to approve the said ITORS System and the stock broker will commence the stock broker's ITORS Service only after the Exchange has approved the stock broker's ITORS System.

## **13. MARKET DATA**

- 13.1 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.

13.2 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.

## **14. NOTICES**

14.1 Any notice or other communication to be given by any party to the other in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by e-mail to the addressee at the address or (as the case may be), the e-mail or facsimile number (if any), of that party set opposite its name below.

**To the STOCK BROKER at the execution page.**

**To the Client as per details below at the execution page.**

or at such other address, facsimile number or e-mail address as the party to be served may have notified the other in accordance with the provisions of this Clause.

Notwithstanding anything stated above, communication relating to orders, margins, maintenance calls and other similar matters in the ordinary course of dealings between the stock broker and the Client may be communicated orally.

## **15. EXTRAORDINARY EVENTS**

The stock broker and/or its agents will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond the stock broker's control.

## **16. AMENDMENT TO AGREEMENT**

The Client understands and agrees that the stock broker may discontinue his ITORS Service in part or in its entirety and change the terms of the Service (including the terms on the stock broker's ITORS Website) at any time and from time to time, without prior notice.

## **17. TERMINATION OF AGREEMENT:**

17.1 The Client agrees that the stock broker may at any time terminate this Agreement. The Client is aware and accepts that in view of the nature of the transactions and dealings involved in providing the Service it may not be possible for the stock broker to give advance notice of such termination or suspension to the Client.

17.2 The Client may at any time terminate this Agreement by not less than seven days notice to the stock broker, provided that unless the stock broker otherwise permits, the Client shall not be entitled to terminate this Agreement so long as any amount is payable or securities are deliverable by the



Client to the stock broker.

17.3 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.

17.4 The provisions of Clauses 14, 20 and 21 of this Agreement shall survive the termination of this Agreement.

#### 18. SEVERABILITY

In the event of any provisions of this Agreement being held to be or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provision to the greatest extent possible.

#### 19. WAIVER

No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.

#### 20. LAW AND JURISDICTION

20.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause 21, the courts of law at place of execution of this agreement by Stock Broker shall have jurisdiction over this Agreement and the arbitration proceedings in relation to the Agreement.

20.2 This Agreement and all contracts and transactions between the stock broker and the Client pursuant hereto 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 thereunder and as amended from time to time.

#### 21. DISPUTE RESOLUTION

Any claim, dispute or difference arising between the Parties hereto in respect of this Agreement or any contracts, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Agreement or the interpretation or construction of this Agreement shall be subject to the grievance redressal procedure of the Exchange and shall be subject to the arbitration procedure as prescribed by the Exchange Provisions.

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 :


<b>MULTIPLEX CAPITAL LIMITED</b> <b>Member : Bombay Stock Exchange Ltd. (BSE)</b> Regd. Office: 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085 Ph.: 011-47055555, Fax : 011-27561629 E-mail: customer.grievance@onlymultiplex.com info@onlymultiplex.com Website : www.onlymultiplex.com SEBI Registration Number (Capital Market) INB010783737
For <b>Multiplex Capital Limited</b>
Authorised Signatory

WITNESS

1.

2.

Signed for and on behalf of Client :

Signature(s) 
Name
Address

WITNESS

1.

2.

## MEMBER - CLIENT AGREEMENT FOR INTERNET TRADING - NSE

This agreement is made and executed at..... this.....day of.....,20..... between M/s. Multiplex Capital Limited, a body corporate, incorporated under the provisions of the companies act, 1956 and having its registered office at 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085 (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, as the case may be, of the one part;

And

Mr/Ms/M/s .....S/o .....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, 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;

WITNESSTH :

Whereas the MEMBER is registered as TRADING MEMBER of National Stock Exchange of India Ltd. with SEBI Registration No. INB230783732, INF230783732.

Whereas the CLIENT is desirous of investing/trading in those securities admitted for dealing on the Exchange as defined in the Bye-Laws of the Exchange.

Whereas the CLIENT has satisfied itself of the capability of the MEMBER to deal in securities and wishes to execute his orders through him and the CLIENT shall continue to satisfy itself of such capability of the MEMBER before executing orders through him.

Whereas the MEMBER has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the CLIENT and investment objectives relevant to the services to be provided.

Whereas the MEMBER has taken steps and shall take steps to make the CLIENT aware of the precise nature of the MEMBER's liability for business to be conducted, including any limitations on that liability and the capacity in which it acts.

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 provisions of this agreement shall always be subject to Government notifications, any rules, regulations and guidelines issued by SEBI and Stock Exchange rules, regulations and Bye-laws that may be in force from time to time.
2. In the event of death or insolvency of the client or his otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, MEMBER 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.
3. The agreement entered into between the MEMBER and the CLIENT shall stand terminated by mutual consent of the parties by giving at least one month written notice. Such cancellation or termination shall not have any effect on transaction executed before the date of such notice of termination and the parties shall enjoy the same rights and shall have same obligations in respect of such transactions.
4. The 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. The CLIENT is aware that authentication technologies and strict security measures are required for the internet trading through order routed system and undertakes to ensure that the password of the CLIENT and/or his authorised representative are not revealed to any third party.
6. The CLIENT agrees that the MEMBER shall not be liable or responsible for non-execution of the orders of the CLIENT due to any link/system failure at the CLIENT/ MEMBERS/ EXCHANGE end.





**BSE StAR MF**

**(Letter to be provided by the Investor to the MFI)**

Date: 

D	D	M	M	Y	Y	Y	Y
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To,  
**Multiplex Capital Limited**  
Regd. Office : 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085  
Ph.: 011-47055555, Fax : 011-27561629

**Sub : BSE StAR MF**

I/We ..... am/are registered as your client with Client Code No. and have executed the Trading Member and Client Agreement for the purpose of trading in the Capital Market segment of Bombay Stock Exchange Ltd. (Exchange).

I/We am/are interested in availing the trading facility of the Exchange for the purpose of dealing in the units of Mutual Funds Schemes permitted to be dealt with on the BSE StAR MF.

For the purpose of availing this facility, I/we state that Know Your Client details as submitted by me/us for the stock broking may be considered for the purpose of BSE StAR MF and I/we further confirm that the details contained in same remain unchanged as on date.

I/We are willing to abide by the terms and conditions as mentioned in the Circular dated December 2,2009 and as may be specified by the Exchange from time to time in this regard.


I/We shall ensure also compliance with the requirements as may be specified from time to time by Securities and Exchange Board of India and Association of Mutual Funds of India (AMFI).

I/We shall read and understand the contents of the of the Scheme Information Document and Key Information Memorandum, addenda issued regarding each Mutual Fund Schemes with respect to which I/we choose to subscribe/redeem. I/We further agree to abide by the terms and conditions, rules and regulations of the Mutual Fund Schemes.

I/we therefore request you to register me/us as your client for participating in BSE StAR MF.

Thanking you,

Yours faithfully,

 \_\_\_\_\_

Signature :

**NSE - MFSS Facility**

**(Letter to be provided by the Investor to the Participant)**

Date: 

D	D	M	M	Y	Y	Y	Y
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To,

**Multiplex Capital Limited**

Regd. Office : 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085

Ph.: 011-47055555, Fax : 011-27561629

Dear Sir,

**Sub: Mutual Fund Service System (MFSS) facility**

I/We ..... am/are registered as your client with Client Code No. .... and have executed the Trading Member and Client Agreement for the purpose of trading in the Capital Market segment of National Stock Exchange of India Ltd. (Exchange).

I/We am/are interested in availing the MFSS facility of the Exchange for the purpose of dealing in the units of Mutual Funds Schemes permitted to be dealt with on the MFSS of the Exchange.

For the purpose of availing the MFSS facility, I/we state that Know Your Client details as submitted by me/us for the stock broking may be considered for the purpose of MFSS and I/we further confirm that the details contained in same remain unchanged as on date.

I/We am / are willing to abide by the terms and conditions as mentioned in the Circular dated 24 November 2009 and as may be specified by the Exchange from time to time in this regard.


I/We shall ensure also compliance with the requirements as may be specified from time to time by Securities and Exchange Board of India and Association of Mutual Funds of India (AMFI).

I/We shall read and understand the contents of the Scheme Information Document and Key Information Memorandum, addenda issued regarding each Mutual Fund Schemes with respect to which I/we choose to subscribe/redeem. I/We further agree to abide by the terms and conditions, rules and regulations of the Mutual Fund Schemes.

I/We therefore request you to register me/us as your client for participating in the MFSS.

Thanking you,

Yours faithfully,

 \_\_\_\_\_

Signature :



## **Details of terms & conditions for the Investor / Client for using New MFSS facility**

### **1. Pre-requisites for becoming Investor / Client for the New MFSS facility**

- 1.1 The client who is desirous of investing in units of mutual fund schemes through the New MFSS.
- 1.2 The Client intends to execute his instruction for the subscription/redemption of units of Mutual Fund Schemes through the Participant of the New MFSS.
- 1.3 The client has satisfied itself of the capacity of the Participant to deal in Mutual Fund units and wishes to execute its instruction through the Participant and the client shall from time to time continue to satisfy itself of such capability of the Participant before executing transacting through the Participant.
- 1.4 The Client has approached to the Participant with the application for availing the New MFSS facility.
- 1.5 The client has submitted relevant KYC (Know Your Client) details to the Participants

### **2. Terms and Conditions**

- 2.1 The client shall be bound by circulars issued by NSEIL, Rules, Regulations and circulars issued there under by SEBI and relevant notifications of Government authorities as may be in force from time to time.
- 2.2 The client shall notify the Participant in writing if there is any change in the information in the 'client registration form' provided by the client to the Participant at the time registering as a client for participating in the New MFSS or at any time thereafter.
- 2.3 The client shall submit to the Participant a completed application form in the manner prescribed format for the purpose of placing a subscription order with the Participant.
- 2.4 The client has read and understood the risks involved in investing in Mutual Fund Schemes.
- 2.5 The client shall be wholly responsible for all his investment decisions and instruction.
- 2.6. The client shall ensure continuous compliance with the requirements of the NSEIL, SEBI and AMFI.
- 2.7 The Client shall pay to the Participant fees 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 Participant renders to the Client.
- 2.8 The client will furnish information to the Participant in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
- 2.9 In the event of non-performance of the obligation by the Participant, the client is not entitled to claim any compensation either from the Investor Protection Fund or from any fund of NSEIL or NSCCL.
- 2.10 In case of any dispute between the Participants and the investors arising out of the MFSS facility, NSEIL and / or NSCCL agrees to extend the necessary support for the speedy redressal of the disputes.



## CONTRACT BETWEEN MULTIPLEX & CLIENT

This contract (hereinafter referred to as Contract) is made and executed at.....this.....day of.....,20..... between M/s. Multiplex Capital Limited, a body corporate, incorporated under the provisions of the companies act, 1956, and having its registered office at 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085 (hereinafter called Multiplex) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns, as the case may be, of the one 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 relevant act, 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.;

Multiplex and Client are referred to hereinafter individually as a Party and collectively as Parties.

Whereas:

- A. Client desirous of availing services/ facilities available with Multiplex had entered into agreement(s) with Multiplex.
- B. The Client finds that it is necessary to enter into this Contract to bring out clearly the scope of services to be rendered by Multiplex and responsibilities of Client and Multiplex respectively.
- C. Multiplex and Client enter into this Contract to reduce to writing the understanding between Client and Multiplex agreeing to be bound by the terms and conditions as given hereunder in consideration of the mutual covenants contained herein and other good considerations sufficiency of which is hereby acknowledged by Multiplex as well as Client.

Now, in view of the foregoing

In this Contract, unless the context otherwise requires:

- a) Words denoting the singular number shall include the plural vice versa;
- b) The pronouns "he", "she", "it" and their cognate variations are used as inter changeable and should be interpreted in accordance with the context;
- c) Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity; provided however that clauses specifically applicable to a company or body corporate shall not apply to any other entity;
- d) References to the word "include" or "including" shall be construed without limitation;
- e) Reference to any party to this Contract or any other agreement or deed or other instrument shall include its successors or

permitted assigns;

- (f) References to recitals and clauses shall be deemed to be a reference to the recitals and clauses of this Contract;
- g) References to any enactment shall be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order, notification, circular or other provision made under it.
1. The Client assures Multiplex that he / she / it is eligible to enter into this Contract under the applicable laws. The Client shall continuously monitor his / her / its eligibility to act under the applicable laws including but not limited to Securities and Exchange Board of India (SEBI) Act and Regulations framed thereunder such as insider trading etc. Foreign Exchange Management Act (FEMA) and Regulations thereunder, Income Tax Act and any other act/law / rules and regulations in force. If at any time this assurance ceases to be applicable, Client shall refrain from dealing with Multiplex forthwith.
2. The Client hereby acknowledges that he/she/it is aware that there exist certain regulations/ restrictions etc. under Foreign Exchange Management Act and / or issued by Reserve Bank of India (RBI) regarding investment by foreign entities/persons including non resident Indians (NRIs). The Client hereby agrees to be solely responsible to make investments only as per applicable limits/ regulations in force from time to time.
3. The Client agrees to keep himself/ herself/ itself updated regarding the changes in the rules, regulations, bye laws of the stock exchange(s) & / or guidelines issued by SEBI and/or the requirements/procedures of Multiplex. The Client agrees that he/she/it shall keep a track of any & all such changes by logging on to the respective websites of the exchange(s) ([www.nseindia.com](http://www.nseindia.com); [www.bseindia.com](http://www.bseindia.com); [www.mcx-sx.com](http://www.mcx-sx.com), [www.useindia.com](http://www.useindia.com)) or SEBI ([www.sebi.gov.in](http://www.sebi.gov.in)) or Multiplex Capital Limited ([www.onlymultiplex.com](http://www.onlymultiplex.com)).
4. The Client shall ensure that he/she/it shall not deal through Multiplex on the stock exchange of which he/she/it is registered as a broker or a sub broker through any broker other than Multiplex except with the permission of exchange.
5. The Client agrees to ensure that he / she / it shall not act as a sub-broker / intermediary without getting registered under the provision of law in force.
6. Client understands and agrees that the relationship being established between Multiplex and Client whether under the agreement(s) already entered between Multiplex and Client or under this Contract is that Client shall be the principal and Multiplex shall be an agent to Client in the capacity of a broker. The Client shall from time to time place orders verbally (himself or acting through attorney/ authorized person). The verbal orders can be placed over phone/ mobile phone and/or by visiting the branch to which the Client has been assigned/ attached by Multiplex. The order(s) shall be placed by Client only to designated / authorized dealer of Multiplex and to no one else. The order(s) given by the Client shall, provided same are received within market hours, with details necessary to punch the same in trading system, subject to availability of



margin and/or trading limits be punched in the trading system. The Client agrees that it shall be sole responsibility of the Client to ascertain the status / results / trade of any orders given by him / her / it. The Client also understands and agrees that the word "orders" includes the cancellation and modification orders as well.

7. It is Clearly understood and agreed to by Client that no service/ facility in the nature of portfolio management advisory services etc. are contemplated under the agreement(s) and Contract between the Client and Multiplex. No person working for or under Multiplex whether dealer, relationship manager, sub-broker or authorized person is permitted to provide any services/facilities except that of order placement in trading system (subject to limitations stated above) upon directions of Client. If the Client accepts any portfolio management services/ advises/ discretionary trading arrangement / facility from any person including but not limited to dealer, relationship manager, sub-broker or authorized person then in that event Multiplex shall in no way be responsible for the outcome of such services / facilities accepted by Client,. and the relationship of Client with any person including with any dealer, relationship manager, sub-broker or authorized person shall be a personal, mutual and private relationship between the Client and such person(s) including dealer, relationship manager, sub-broker or authorized person and Client shall have no recourse/right against Multiplex what so ever either in law or equity.
8. If the Client is enabled to access the trading system of Multiplex directly say through internet then Client is authorized to place orders directly as well. The Client agrees that any communication of orders in any form or manner whatsoever to Multiplex or by entering orders into a facility provided by Multiplex such as internet etc. neither implies order's(s)' acceptance nor assures a trade from such order(s) and the Client is also aware that any deliveries of securities / payout of monies on account of trades is subject to settlement process being successful particularly for trades which are matched within the clients of Multiplex and the Client hereby agrees not to hold Multiplex responsible in any manner whatsoever for any delay in settlement which are beyond reasonable control of Multiplex.
9. The Client agrees and acknowledges that Multiplex shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment and as such all investment and disinvestment decisions are based on the Client's own evaluation of financial circumstances and investment objectives. This extends to any decision made by the Client on the basis of any information that may be made available by Multiplex including that on the website/trading platform/through SMS etc. The Client will not hold nor seek to hold Multiplex or any of its officers, directors, employees, agents, subsidiaries, affiliates or business associates liable for any trading losses or other losses, costs or damage incurred by the Client consequent upon relying on information, research opinions or advice or any other information whatsoever including that on the website whether put up by Multiplex or

any other agency. The Multiplex does not represent and shall not be deemed to have represented, that the investment information is accurate or complete. The Client is aware that any information based on the research of Multiplex or other external sources is merely an estimation of the viability or otherwise of certain investments, and Multiplex shall not be deemed to have assumed any responsibility for such information. The Client should seek independent professional advice regarding the suitability of any investment decision. The Client also acknowledges that Multiplex's employees/ agents are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from Multiplex or any of its employees / agents.

10. The Client agrees and acknowledges that trading over telecom networks involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions, malfunctioning and dislocations etc. Multiplex does not make any representation or warranty about uninterrupted trading facility and as such, under no circumstances shall Multiplex or anyone involved in creating, producing, delivering or managing Multiplex's services be liable for any direct, incidental, special or consequential damages that may result from the use of or inability to use the service, delay in transmission of any communication, in any case for any reason whatsoever (including on account of breakdown in systems) or due to any fraud committed by any person whether in the employment of Multiplex or otherwise.
11. The Client agrees that Multiplex does not guarantee and shall not be deemed to have guaranteed the timeliness, sequence, accuracy, completeness, reliability or content of the market information or messages disseminated to the Client. The Multiplex shall not be liable for any inaccuracy, error or delay in, or omissions of any such data, information or messages, due either to any act or omission by Multiplex or to any "force majeure" event (e.g. Flood, extraordinary weather condition, earthquake or any other act of god, fire, war, insurrection, riot, labour dispute, accident, action of government, communication, power failure, shut down of the systems for any reason (including on account of computer viruses), equipment or software malfunction); any fraud committed by any person whether in the employment of Multiplex or otherwise or any other cause which is beyond the reasonable control of Multiplex.
12. The Client hereby authorizes Multiplex to take all such steps on the Client's behalf as may be required or advisable in Multiplex's opinion for compliance with the exchange provisions or any other law or provisions or to complete or settle any transactions entered into through or with Multiplex or executed by Multiplex on behalf of the Client. However, nothing contained herein shall oblige Multiplex to take such steps.
13. The Multiplex / service provider may require the Client to use such security measures as deemed fit including but not limited to security codes / passwords / customer user identification



number / telephone personal identification number (t-pin) / digital signatures / smart cards etc. hereinafter collectively referred to as "security protocols", before accepting any orders & / or for permitting access to the systems / services / facilities made available by Multiplex / service provider. The Client agrees to change, wherever possible, such "security protocols" immediately on their receipt and periodically thereafter also. It shall be the responsibility of the Client using any online trading platform provided by Multiplex to completely log out rather than close/exit the browser/trading application window, Multiplex shall not be responsible or liable for any unauthorized trade and/or leakage/hacking of the Client's personal details and/or financial information available on the trading platform should the Client be negligent in adhering to the same. The Client agrees, accepts and undertakes the sole responsibility for the usage, confidentiality, protection and secrecy of all such "security protocols". The Client unconditionally agrees that he / she / it shall be solely responsible for any / all uses of "security protocols" whether for accessing data / information or for giving orders / dealings. The Client agrees to bear any losses / damages which may be caused by any use of or non use of "security protocols" and it shall be no defence that such access to data / information & / or the orders / deals were made through unauthorized use of "security protocols" by any person by whatever means including hacking, theft, forgery / electronic forgery or any other mode or manner. Notwithstanding anything stated hereinabove, on coming to know of any unauthorized access / use of any "security protocols", it shall be the duty of the Client to take all necessary steps including but not limited to informing Multiplex in writing with full details of the same and ensuring that such breach, loss of passwords / security protocols and / or confidentiality are immediately stopped. Multiplex reserves right to suspend the client account/reject the orders in case of any misuse identified / wrong credential provided / any doubt on the person / manner providing the orders for and on behalf of client in the interest of safeguarding client's monies and avoid frauds.

14. Client understands that for performing the acts contemplated under this relationship/contract Multiplex has to use softwares and hardwares/machines etc. Client understand that as regards trading the softwares/programmes of stock exchanges are used with additional softwares permitted by stock exchanges such as (without limitation and as illustration) ODIN DIET Client, Net.Net, NOW Online etc. While stock exchanges take all care have fullproof softwares/programmes and additional softwares/programmes such as ODIN DIET Client, Net.Net, NOW Online etc. are pre-approved by stock exchanges no warranty /guarantee is taken either by the vendors/suppliers of any these softwares/programmes of their fullproof/glitch/bug free performance always. Their operations can also be effected due to software viruses etc. which may interalia lead to disruption in trading / order entry and/or false/incorrect display of order/trade status including but not limited to display of trade confirmation etc. when actually trade has not occurred or has occurred contrary to display. Therefore the Client agrees that display or printout of any transactions taken out from any system / computer at the time of order entry

or instructions entry or thereafter, including but not limited to net banking and/or electronic transfer of securities in depository etc., shall not be construed as the official record of the transactions/orders. Multiplex's or service providers' (such as bank's/stock exchanges/clearing house/clearing corporation/ depository participant/depository) final official record of transaction maintained in their own books of accounts or electronic systems shall only be the acceptable records and shall be conclusive and binding for all purposes (such as clearing file of stock exchanges etc.). The Client agrees that this is without prejudice to the right of Multiplex/ service provider to rectify any discrepancy / differences which is due to any inadvertent human error/ system/ computer error etc., at any time without limitation, at the sole and absolute discretion of Multiplex and / or any of the service providers.

15. The Client hereby agrees that Multiplex may communicate/ send information to the Client like order placement, order confirmations, order modifications, order executions, trade confirmations, trade modifications, bills, transaction statements, account statements, margin requirements, trading / settlement cycles, delivery / payment schedules, policies, procedures, notices, frequently asked questions (FAQs) and any other documents / reports, using any or more of the following means or methods such as post / speed post / courier / registered post / registered post acknowledgement due / facsimile / telegram / cable / e-mail / voice mails / telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the Client's computer; by informing the Client through employees / agents of Multiplex, by publishing / displaying it on the website of Multiplex / making it available as a download from the website of Multiplex; by displaying it on the notice board of the branch / office through which the Client trades or if the circumstances, so require, by radio broadcast / television broadcast / newspapers advertisements etc; or any other suitable or applicable mode or manner. The Client agrees that the postal department / the courier company /newspaper company and the e-mail/ voice mail service provider and such other service providers shall be the agent of the Client and the delivery shall be complete when communication is given to the postal department / the courier company / the e-mail /voice mail service provider/SMS, etc. by Multiplex and the Client agrees never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever.

16. The Client agrees that it is his / her/ its responsibility to review any / all information communicated including but not limited to order placement, order confirmations, order modifications, order executions, trade confirmations, trade modifications, bills, transaction statements, account statements, margin requirements etc. communicated to the Client by any of the aforesaid means or mode whatsoever, immediately on their receipt and take necessary action. All information contained therein shall be binding upon the Client.

17. The Client agrees to use, such facilities/arrangement with banks



- /depository participants for making or receiving payment of funds/monies and/or securities, as may be prescribed by Multiplex in its absolute discretion including but not limited to online or offline facilities of one or more banks or depositories and Client hereby agrees not to hold Multiplex responsible for any losses or damage which may be suffered by the Client by use of any such prescribed facilities.
18. The Client agrees that Multiplex or any service provider such as banks etc., may from time to time prescribe particular softwares (including but not limited to browsers, operating systems, TCP/IP protocols etc.) / devices / equipments etc. and the Client agrees that such softwares / devices / equipments may need to be changed / upgraded to newer versions and this may require the Client to suitably reinstall/uninstall/ upgrade the said facilities / device / equipments etc. at its end. Such changes may involve disruption in trading / communication of orders and may even lead to losses and the Client hereby unconditionally and absolutely agrees not to hold Multiplex or service providers or depositories responsible on any account. All costs / charges /levies and fees incurred by the Client for the said services shall be borne exclusively by the Client alone.
  19. The Client hereby authorizes Multiplex in its absolute discretion to maintain records / books of accounts for the Client separately or collectively for different exchanges / segments of the exchanges & / or any other service which the Client may be availing such as Depository Services etc. It shall be the sole responsibility of the Client to ascertain the balance of securities & /or funds in all the accounts separately and the Client shall be required to pay / make available necessary monies / funds and / or securities into anyone or more such segregated / aggregated account(s) notwithstanding the fact that an aggregation of the accounts may not require from the Client either any securities and / or monies / funds and the Client hereby agrees not to hold Multiplex responsible for considering shortage of margin / security & / or shortage of pay in obligations in any account, without aggregating / summing such account with other accounts.
  20. Client agrees that any loss due to any erroneous order entry / erroneous order modification shall be entertained by Multiplex only to the extent of insurance claim received.
  21. The Client hereby agrees to use the facilities, data and information which is provided by Multiplex or which may become available to the Client as a result of Client's relationship with Multiplex purely for purposes permitted by Multiplex and only for personal use and agrees never to disseminate any information or data for any reason or purposes whatsoever except under a written authority signed by a director of Multiplex.
  22. The Client hereby agrees and declares that he / she / it has fully assessed and accepted the risks involved in using the services/ facilities including but not limited to internet based services such as but not limited to misuse of passwords, internet frauds, technology risks etc., and agrees not to hold Multiplex and any / all service providers responsible for any damages, losses or negative consequences which Client may suffer in any manner whatsoever.
  23. Client agrees to Multiplex tape-recording the conversations between Client / Client's representative and Multiplex's officers/ employees/ agents etc. in its absolute discretion, either personally or over the telephone. Such recordings may be relied upon by Multiplex as and when required, and the Client agrees not to challenge the evidentiary value of such recordings.
  24. Client wants to make investments in mutual funds, initial public offerings/follow on public offerings, rights issue, fixed deposit(s) etc. and generally to invest in various avenues / products and to redeem/liquidate any investments and wants Multiplex to give effect to desires/ requirements of Client by giving orders/ instructions (electronic/ physical/verbal) for the same and to sign any documents and / or do any and all act(s) as may be required or are deemed necessary in opinion of Multiplex for these purposes from time to time
  25. In case Client has made any purchase of securities and the delivery of the same falls short inter-Client at the broker level, Client hereby authorize Multiplex to make purchases of the same in the market to make available the delivery of the said securities to Client.
  26. In case Client has made any sale of securities and due to any exigencies Client is unable to make available the delivery of the same in the designated account within the designated time and it is an inter Client delivery at broker level, Client hereby authorizes Multiplex to make purchases of the same in the market on Client's behalf to make available the delivery of the said securities to the opposite party.
  27. Client hereby authorizes Multiplex to debit Client's account with depository services charges, bank charges on account of dishonor of cheques, stop payment instruction charges, demand draft/pay order/PGP charges, NEFT/RTGS charges, call and trade charges, SMS charges, settlement professional charges (for as may be applicable to NRIs), research service/ message fee, trading platform charges, application money and processing charges for mutual funds, initial public offerings/follow on public offerings, rights issue, fixed deposit(s), money market instruments, etc. generally various investment avenues / products, processing fees/charges towards contract note/statement of account etc. and any other such or similar fees / charges as may become applicable from time to time.
  28. Client has/ may have accounts with anyone or more companies which are part of the group to which Multiplex belongs (hereinafter referred to as "Multiplex Group"). Client understands that from time to time there may be situations where on one hand he has credit balance with one or more companies of Multiplex Group and on the other hand debit balance with one or more companies of Multiplex Group. Given the structure of banking system delays are likely if funds are taken by Client from one or more Multiplex Group companies by cheque/ demand draft and paid to one or more Multiplex Group companies by cheque/demand draft. Therefore Client desires and directs Multiplex to net off/ adjust Client's credit and / or debit balance with Multiplex with any other Multiplex



- Group company by way of appropriate accounting entry(ies).
29. Client hereby authorizes Multiplex to set-off / appropriate / adjust a part or whole of the monies / credit balances in ledger and / or securities (shares/stocks etc) and / or Margin lying as credit / debit in Client's account against any dues / debit balances in ledger including but not limited to dues by way of shortfall in Margin, in any of Client's Family members' and / or any of Client's Group / Associate companies' / firms' / entities' accounts. The words / expressions "Client", "Margin", "Family" as used herein, shall, unless repugnant to the context, have the meaning as assigned hereunder:
- (a) Client - shall mean and include where context so requires non-natural person(s) / entity(ies) such as companies, firms, association of persons and trusts etc.
  - (b) Margin - without limiting the meaning and scope of word "Margin" it shall include all monies and / or securities (shares and stocks etc.) and / or any other movable and immovable property which may serve as collateral/ security for dealing(s) in shares/ stocks/ futures & options contracts / other type of derivative contracts.
  - (c) Family - without limiting the meaning and scope of word 'Family', it shall mean and include the spouse, all ascendants, descendants, brothers and sisters of Client (constituent) and all members of Client's (constituent)'s Hindu Undivided Family (HUF), all dependents of Client (constituent) and their spouse and children and such other persons who live in the same household/ residential address as that of Client (constituent).
  - (d) Group / Associate companies/ firms/ entities- without limiting the meaning and scope of words "Group/ Associate companies /firms/ entities" / these shall mean and include all such companies/ firms/ entities which are either Controlled by / or Control the Client and shall includes all companies/ firms/ entities which are under common Control as that of the Client including those which control/ are controlled by spouse of the Client.
  - (e) Control- without limiting the meaning and scope of word 'Control' it shall include the meaning given to it under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, as amended and in force.
30. In connection with this Contract, as well as all transactions contemplated under this Contract as offered by Multiplex from time to time, the Client agrees to execute and deliver documents titled "authorisations" and to perform such additional actions which may be necessary, appropriate or requested to carry out or evidence the transactions in respect of the services availed by the Client from time to time. All the terms of this Contract shall be read as part and parcel of authorisations.
31. The Client hereby declares that all information which have been provided, are being provided and which shall be provided by the Client to Multiplex or any service provider under this Contract or in relation thereof or as consequences thereof is and shall always be true to the best of information and knowledge of the Client.
32. The Client expressly agrees that his /her/ its utilization of a service / facility such as but not limited to advisory services, any other activity for and on the behalf of the Client or any other transaction which Multiplex undertakes with or for the Client, shall also be covered by the terms & conditions of this Contract.
33. The Client agrees that mere entering into this Contract or any other agreement, does not entitle the Client to any service(s)/ facility (ies) from Multiplex as a matter of right and Multiplex may in its absolute discretion provide or decide not to provide the anyone or more service( s) / facility(ies).
34. The Client agrees that all monies, securities or other property which Multiplex may hold on Client's account shall be held subject to a general lien for the discharge of Client's obligations to Multiplex.
35. The Client further accepts and acknowledges that he would observe proper caution and due diligence while giving orders to the dealers / entering orders into trading platform provided by Multiplex. The client further agrees that he would not indulge in any trading activity resulting in the disturbance of the market equilibrium including manipulation of the price of any scrips / contracts, synchronized deals with any person or any kind of orders / trades which may be considered as inappropriate/ unacceptable by Multiplex/the relevant exchange(s)/ regulator(s). The Client acknowledges that Multiplex reserves the right to keep in abeyance the funds / securities as may be deemed fit by Multiplex depending upon the gravity of the violation or/and through trades done by/on behalf of the Client considered as inappropriate / unacceptable by Multiplex / the relevant exchange(s) / regulator(s). The client further understands and accepts that Multiplex also reserves the right to levy any penalty for such trades done by / on behalf of the Client considered as inappropriate / unacceptable by Multiplex / the relevant exchange(s) / regulator(s), as may be deemed fit by Multiplex / the relevant exchange( s) / regulator( s).
36. The Client hereby agrees that it is the sole responsibility of the Client to know the status/ declaration of all corporate benefits including but not limited to Rights Issue, Bonus Issue, Dividends and Stock Split of Shares/ Buy Back, etc, announced by Issuer Company from time to time, for securities of company(ies) in which Client intends to trade and/ or those which are kept by Client with Multiplex for ease of dealing/ margin/ collateral security etc. and make appropriate trading/ dealing decisions by appropriately considering the impact of any corporate action(s). Multiplex is not required to act as an advisor to Client in any of these matters/ aspects. It is the Clients sole responsibility to track announcements of such corporate benefits Multiplex shall not be liable for any losses suffered by Client, if Client fails to apply to such corporate benefits for the shares held by Multiplex in beneficiary account on behalf of Client. Client may be keeping securities with Multiplex for ease of payment for ease of dealing / consideration as margin / security / collateral etc. Client understands that some corporate benefits will be passed onto the relevant account of Multiplex by issuer company(ies). It is understood and agreed that these corporate benefits will continue to remain with Multiplex unless a request ( to be



binding upon Multiplex only if evidenced by a photocopy/ carbon copy of such request duly receipted by manager and one more officer of relevant branch with stamp) is made by Client for transfer the same to Client's own account. The transfer by Multiplex shall not be immediate but take reasonable time, subject to there being no pay - in obligations/ margin obligations/collateral obligations needed to be fulfilled by corporate benefits received.

Further, where Client is keeping securities with Multiplex for ease of dealing for consideration as margin/security/collateral etc., Client understands that some corporate benefits will require some action for obtaining the same, such as for rights issue etc. It is understood and agreed that Client shall free the securities from any margin/collateral/security/ pay -in obligations and get them moved through request (to be binding upon Multiplex only if evidenced by a photocopy/ carbon copy of such request duly receipted by manager and one more officer of relevant branch with stamp) given well in advance to Client's own beneficiary account and take necessary action for applying and/or receiving corporate benefits. In exceptional circumstances Multiplex may upon request (to be binding upon Multiplex only if evidenced by a photocopy/ carbon copy of such request duly receipted by manager and one more officer of relevant branch with stamp) given well in advance take actions for and on behalf of Client to / apply and / or receive such corporate benefits such as for Right Issue/Open Offer/

Buy Back for the shares held by Multiplex on behalf of client (subject to Client making available free funds etc. for the same well in advance). However Multiplex shall not be liable for any loss/claim whatsoever in the event such application is rejected by Registrar /Company /Manager to the Issue for any reason.


37. Client confirms having read and accepted the terms and conditions of this Contract and accepts and agrees to be bound by them including those excluding/limiting Multiplex's liabilities.
38. The Client agrees that the failure of Multiplex to enforce at any time any terms contained in this Contract shall not be construed to be the waiver of any terms or of the right thereafter to enforce each and every term.
39. If any provisions of this Contract are held invalid or unenforceable by reason of any law, rule, administrative order or judicial decision by any court, or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or terms held invalid. The validity of the remaining provisions and terms shall not be affected thereby and these terms shall be carried out as if any such invalid / unenforceable provisions or terms were not contained herein.
40. The Parties agree to exclusive jurisdiction of courts of law at the place of execution of this Contract by Multiplex.

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 :**

<p><b>MULTIPLEX CAPITAL LIMITED</b>  <b>Member : National Stock Exchange of India Ltd. (NSE)</b>  <b>Member : Bombay Stock Exchange Ltd. (BSE)</b>  <b>Member : MCX Stock Exchange Ltd. Ltd. (MCX-SX)</b>  <b>Member : United Stock Exchange of India Ltd. (USEIL)</b>                  Regd. Office: 100/28, Keshav Tower, Rajapur Market,                  Sector-9, Rohini, Delhi-110085                  Ph.: 011-47055555, Fax : 011-27561629                  E-mail: customer.grievance@onlymultiplex.com                  info@onlymultiplex.com                  Website : www.onlymultiplex.com                  SEBI Regn. No. NSE-INB/F/E230783732                  SEBI Regn. No. BSE-INB/E010783737                  SEBI Regn. No. MCX-SX-INE260783732                  SEBI Regn. No. USEIL-INE270783736</p>
<p><b>For Multiplex Capital Limited</b></p>
<p>Authorised Signatory</p>

**Signed for and on behalf of Client :**

<p>Signature(s) </p>
<p>Name</p>
<p>Address</p>

**WITNESS**

- 1.
- 2.

**WITNESS**

- 1.
- 2.

**RUNNING ACCOUNT AUTHORISATION**

To,  
**Multiplex Capital Limited**

Regd. Office : 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085  
Ph.: 011-47055555, Fax : 011-27561629

I/We have been / shall be dealing through you as my/our broker on the Capital Market and/ or Futures & Options Segments/Currency Derivatives Segments, I / we further authorize you to follow these instruction across exchanges & across segments in which I / we have already opened accounts with you or I may open account in future. As my/our broker i.e. agent I/ we direct and authorize you to carry out trading/ dealings on my/our behalf as per instructions given below.

I/am/We are aware that you and I/we have the option to deliver securities/ make payments of funds to each other for settlement of dealings as per the schedule in force at the relevant time pursuant to directives / regulations/ circulars, issued by exchange/ regulatory authorities. However, I/we find it difficult to carry out repeated pay-in of funds and securities. Further, I/we also desire to use my/our securities and monies as margin / collateral without which we cannot deal/trade.

Therefore I /we hereby direct and authorise you to maintain running account(s) for me/us and from time to time debit these securities and funds from running accounts and make pay-in of securities and funds to exchanges/clearing corporations/other receiving party(ies) to settle my/our trades/ dealings. Similarly, where I/we have to receive securities/ funds in settlement of trades/ dealings please keep the securities and monies with you and make credit entries for the same in running accounts of securities and funds maintained by you. Further, the funds & securities can be transferred from one segment to other and from one exchange to another as per the requirements. Further, subject to your discretion and valuation please treat my/our securities and funds lying to my/our credit in running accounts as margin/collateral for my/our dealings/ trading. You are authorize to do these acts across all exchanges & segments in which I / we have been / shall be dealing with you.


In the event I/we have outstanding obligations on the settlement date, you may retain the requisite securities/funds towards such obligations and may also retain the funds expected to be required to meet margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. While settling the account please send a 'statement of accounts' containing an extract from ledger for funds and an extract from the client demat ledger (register of securities) displaying all receipts/deliveries of funds/securities. Please explain in the statement(s) being sent the retention of funds/securities and the details of the pledge, if any. I agree that if I/we fail to bring any dispute arising from the statement of accounts or settlement so made to your notice within 7 working days from the date of receipt of funds/securities or statement, as the case may be in writing by delivery at your corporate office then in that event the statement of accounts or settlement so made shall attain finality and I/we shall have no right to dispute any/either of these ever. Further, do not carry out settlement of running account referred to above for funds given by me/us towards collaterals/margin in the form of bank guarantee (BG)/Fixed Deposit receipts (FDR).

Please further note that while I am entitled to revoke this authorisation at any time, however, such termination shall be subject to notice period of fifteen days from the date of physical delivery of revocation letter at your registered office to allow you to make necessary changes to handle my account without running account authorisation. I/We shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my / our directions given above and further agree that you shall not be liable for any claim for loss or profit, or for any consequential, incidental, special or exemplary damages, caused by retention of securities / monies under this agreement.

My/Our preference for actual settlement of funds and securities is at least:

Once in a Calender Quarter                       Once in a Calender Month

Thanking you,  
Yours faithfully,

 \_\_\_\_\_

Signature with date

Name : .....

[ Note : To be signed by person himself/herself not to be signed by his/her attorney/ authorised person etc. ]



**AUTHORISATION FOR ELECTRONIC CONTRACT NOTES**

To,

**Multiplex Capital Limited**

Regd. Office : 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085

Ph.: 011-47055555, Fax : 011-27561629

I/We have been / shall be dealing through you as my / our broker on the Capital Market and/ or Futures & Options Segments and/or Currency Derivatives Segments. This instruction is applicable for all the exchanges / segments in which I / we have opened account with you. As my / our broker i.e. agent I / We direct and authorize you to carry out trading / dealings on my / our behalf as per instructions given below.

I/ We understand that, , / we have the option to receive the contract notes in physical form or electronic form. In pursuance of the same, I/ we hereby opt for receipt of contract notes in electronic form. , I /We understand that for the above purpose, you are required to take from the client "an appropriate email account" for you to send the electronic contract notes. Accordingly, please take the following email account(s) / email id on your record for sending the contract notes to me / us.

1 .....

2 .....

I/ We agree not to hold you responsible for late / non-receipt of contract notes sent in electronic form and any other communication for any reason including but not limited to failure of email servers, loss of connectivity, email in transit etc. I/ we agree that the log reports of your dispatching software shall be a conclusive proof of dispatch of contract notes to me/us and such dispatch shall be deemed to mean receipt by me/us and shall not be disputed by me / us on account of any non-receipt/ delayed receipt for any reason whatsoever.


I/We also agree that non-receipt of bounced mail notification by you shall amount to delivery at my/our email account(s) / email id(s).

In case , in any of the above segments / exchanges due to any reason, whatsoever, if you want to send contract notes in physical form , I / we here by permit you to send the same in physical mode.

I/We understand that I am required to intimate any change in the email id/ email account mentioned herein above needs to be communicated by me through a duly signed request letter in original to you, provided however that if I/we am/are an internet client then in that event the request for change in email id/ email account can be made by me/ us through a secured access using client specific user id and password. Please treat this authorization as written ratification of my / our verbal directions / authorizations given and carried out by you earlier. I/We shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my / our directions given above.

Thanking you,

Yours faithfully,

 \_\_\_\_\_

Signature with date

Name : .....

[ Note : To be signed by person himself/herself not to be signed by his/her attorney/ authorised person etc. ]

**VERBAL ORDER ACCEPTANCE AUTHORISATION**

To,  
**Multiplex Capital Limited**

Regd. Office : 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085  
Ph.: 011-47055555, Fax : 011-27561629


I/We have been / shall be dealing through you as my / our broker on the Capital Market, Mutual Fund and/or Futures & Options Segments and/or Currency Derivatives Segments. This instruction is applicable for all the exchanges / segments in which I / We have opted to open the account with you. As my / our broker i.e. agent I / we direct and authorize you to carry out trading / dealings on my / our behalf as per instructions given below.

As I/We shall be dealing by ordering over phone and even if we visit the branch, the fluctuations in market are so rapid that it is not practical to give written instructions for order placement/modification and cancellation, I/We hereby authorize you to accept my / my authorised representative's verbal instructions for order placement/modification and cancellation in person or over phone (fixed line or mobile phone) and execute the same. I /We understand the risk associated with verbal orders and accept the same, and agree that I/We shall not be entitled to disown orders and consequent trades (if any) under the plea that same were not under mine/our instructions. I/We agree that I/We will not have the right to shift the burden of proof by asking you to prove the placement of orders through telephone recording or otherwise

I/We shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my / our directions given above.

Thanking you,

Yours faithfully,

 \_\_\_\_\_

Signature with date

Name : .....

**AUTHORISATION**

To,  
**Multiplex Capital Limited**

Regd. Office : 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085  
Ph.: 011-47055555, Fax : 011-27561629


I/We understand that in case, of my/our failure to make the funds pay in or delivery of securities for my/our deals/trading by designated day, you are entitled to sell off in the market the securities received in pay out and/or deem our position closed out at applicable rates; or

I/We do hereby request you not to carry out such sell off in the market the securities received in pay out and/or deem my/our positions closed out and I/We shall in consideration thereof shall pay the opportunity cost/interest on such non sold off securities and/or non closed out position without demur or protest at such opportunity cost and/or interest as you shall determine entirely at your discretion.

I/We do hereby indemnify and agree to compensate for any losses, penalties you may suffer for agreeing to this direction.

Thanking you,

Yours faithfully,

 \_\_\_\_\_

Signature with date

Name : .....

**PLEDGE AUTHORISATION**

To,

**Multiplex Capital Limited**

Regd. Office : 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085

Ph.: 011-47055555, Fax : 011-27561629

I/we have been / shall be dealing through you as my broker on the Capital Market and/ or Futures & Options Segments and/or Currency Derivatives Segments. This instruction is applicable for all the exchanges / segments in which I / We have opted to open the account with you. As my broker i.e. agent I/ we direct and authorize you as under.

Pledge /deposit my/our securities whether deposited as collateral/margin or permitted by us to be retained in the running account etc. by you with any person(s) including but not limited to anyone or more bank(s) and/or stock exchange(s) and/or clearing corporation(s) / clearing house(s) or any other person. You may at your absolute discretion raise funds, obtain bank guarantee(s) and FDRs etc. against such deposit/ pledge. I/ we authorise you to do in my/our name and on my/our behalf all such acts, deeds and things as may be necessary and expedient for placing pledging / depositing my/our securities with a person of your choice. If for any reason the pledgee sells / liquidates these securities I/we shall not dispute or contest the acts of pledgee in any manner what so ever. Please treat this authorization as written ratification of my / our verbal directions / authorizations given and carried out by you earlier. I/We shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my / our directions given above.

Thanking you,

Yours faithfully,

Signature  \_\_\_\_\_

Name : .....

**STANDING INSTRUCTIONS**

To,

**Multiplex Capital Limited**

Regd. Office : 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085

Ph.: 011-47055555, Fax : 011-27561629


I/We have been / shall be dealing through you as my broker on the Capital Market and/ or Futures & Options Segments and/or Currency Derivatives Segments. This instruction is applicable for all the exchanges / segments in which I / We have opted to open the account with you. As my broker i.e. agent I / we direct and authorize you to carry out trading / dealings on my/our behalf as per instructions given below.

Since you are issuing contract notes bearing order numbers and trade numbers on a daily basis, please do not issue the order/trade confirmation slips as generated from the Trading Terminal.

The Client hereby authorizes Multiplex to maintain records / books of accounts for the Client collectively for different exchanges/ segments of the exchanges and / or any other service which the Client may be availing.

Thanking you,

Yours faithfully,

Signature  \_\_\_\_\_

Name : .....


**AUTHORISATION FOR DEBITING DEMAT ACCOUNT OPERATING CHARGES**

To,  
**Multiplex Capital Limited**  
Regd. Office : 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085  
Ph.: 011-47055555, Fax : 011-27561629

I/We have been/shall be dealing through you as my/our broker on the Capital Market and/or Futures & Options Segments and/or Currency Derivatives Segments. As my Broker, i.e. agent, I/we authorize you to debit my/our account against the charges raised by you on account of Depository Services Provided by you or by \_\_\_\_\_ on account of Depository Services Provided by them and bill raised by them in this regard. The details of Demat account(s) are as follows:

Depository	Depository Participant	Beneficiary Account
NSDL		
NSDL		
NSDL		
NSDL		

Thanking you,  
Yours faithfully,

 \_\_\_\_\_

Signature

Name : .....

**AUTHORISATION**

To,  
**Multiplex Capital Limited**  
Regd. Office : 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085  
Ph.: 011-47055555, Fax : 011-27561629

I have been/shall be dealing through you as my broker i.e. agent on the Cash Segment and/or Futures & Options Segments and/or Currency Derivatives Segments at NSE/BSE/MCX-SX/USEIL.

I/We authorise Mr./Ms. \_\_\_\_\_ R/o of \_\_\_\_\_ deal/transact on my/our behalf and to place orders, give instructions, make & receive payments of securities and monies, collect contract note bills, order confirmations, trade confirmations, account statements and any other documents or communication. Mr/Ms. \_\_\_\_\_ is also authorised by me/us to sign any document, settle the account, enter into any compromise and to do any and all act (s) on my/our behalf which I/we can do. And I/we the undersigned do hereby agree and declare and confirm that all the acts and things done by him / her substitute shall be my/our act, deeds and things validity done by me/us to all intents and purposes.

Please treat this authorization as written ratification of my/our verbal directions/authorizations given and carried out by you earlier.  
I/we agree to indemnify you and keep your indemnified against all losses, damages and actions which you may suffer or face as a consequence of adhering to and carrying out my/our authorisation given above.

Thanking you,  
Yours faithfully,

 \_\_\_\_\_

Signature with date

Name : .....



**LIEN & SET-OFF (Strike off where in applicable)**

Name : .....

Date : .....

Address : .....

Client Code : .....

To,

**(1) Multiplex Capital Limited**

[Member of the National Stock Exchange of India Ltd., Bombay Stock Exchange Ltd. (NSE, BSE)]  
100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085

**(2) Multiplex Capital Limited**

[Depository Participant (NSDL,CDSL)]  
100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085

**(3) Multiplex Commodity Mercantile Pvt. Ltd.**

[Member of National Commodities & Derivatives Exchange Ltd., Multi Commodity Exchange of India Ltd.  
National Muti Commodity Exchange India Ltd. (NCDEX, MCX, NMCEIL)]  
100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085

(Hereinafter jointly referred as 'MULTIPLEX')

Dear Sir,

**Sub : Right to Exercise Set-Off / Lien**

I/We, ....., 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 my / our residence / registered office at.....(hereinafter referred to as the "Client").

That I/we , am/are a Client of Multiplex Capital Limited and/or Multiplex Commodity Mercantile Pvt. Ltd. (Jointly referred to as MULTIPLEX) and have executed a separate Member Client Agreement with each of the aforesated company/ies for investing/trading in securities and/or commodities and/or currencies admitted/permited for dealing on the respective Exchanges and also for investing/trading in those contracts admitted/permited for dealing on the Derivatives Market Segment of the respective Exchanges.


That in respect to the aforesated agreements, I/we hereby authorise MULTIPLEX to exercise the right to set off the balances in my/our accounts with MULTIPLEX in any segment/exchange with respect to monies, securities and/or commodities and/or currencies. All monies, securities or other property, which MULTIPLEX may hold on my/our account, shall be held subject to a general lien for the discharge of my/our obligations to MULTIPLEX under these agreements. The right of lien and set-off conferred to MULTIPLEX by me/ us are as follows :

1. All securities in the demat account opened (if any) with the depository Participant (namely Multiplex Capital Ltd.) shall be subject to lien for the discharge of any or all payments due to MULTIPLEX from me/us or any other obligations to MULTIPLEX and may be held by MULTIPLEX as a security against default by me/us in respect of the services already availed of by me/us from MULTIPLEX.
2. The enforcement of the lien aforementioned shall be at the sole and complete discretion of MULTIPLEX
3. I/We agree that MULTIPLEX shall have the right of set-off amongst all trading account/(s) maintained by me/us with MULTIPLEX.
4. The right of set-off as aforesaid shall extend to my/our trading accounts with respect to all broking transactions with associated concerns, affiliates or sister concerns of MULTIPLEX as though such accounts are maintained with MULTIPLEX.

Furthermore, the aforesated lien/set-off conferred on MULTIPLEX shall subsist even after the termination of the aforesated Member - Client Agreements with MULTIPLEX until all obligations under the said agreements are satisfied fully by me/us. The said right of lien/ set-off shall be exercised by MULTIPLEX jointly and/or, severally by each of the aforesated companies.

Thanking you,

Yours truly,

Signature  \_\_\_\_\_

Name : .....

**ADDENDUM TO THE CLIENT REGISTRATION FORM / KEY INFORMATION**

In compliance with the provisions of Prevention of Money Laundering Act, 2002 and subsequent circulars issued by SEBI thereto, we hereby obliged to consider it as a part of client registration document: -

**PREVENTION OF MONEY LAUNDERING**

Prevention of Money Laundering Act, 2002 (herein refer to an "Act") came into affect July 1, 2005 vide notification No. GRE 436(E) dated July 1,2005 issued by Department of Revenue, Ministry of Finance, Govt. of India. Further SEBI vide Circular reference number ISD/ CIR/RR/AML/1/06 dated January 18,2006 mandated that all the Stock Brokers should formulate and implement a proper policy framework as per the guidelines on anti money laundering measures and also to adopt a Know Your Client (KYC) policy. SEBI also issued another circular reference number ISD/CIR/RR/AML/2/06 dated March 23,2006 advising all the Stock Broker to take necessary steps to ensure compliance with the requirement of Sec12of the Act inter-alia, maintenance and preservation of records and reporting of information relating to cash and suspicious transactions to Financial Intelligence Unit-India (FIU-IND), New Delhi.

The constituents should ensure that the amount invested in the securities is through legitimate sources only and does not involve and is not designated for the purpose of contravention or evasion of the provision of the Income Tax Act, Prevention of Money Laundering Act, Prevention of corruption Act and/or any other law for the time being in force enacted by Govt. of India from time to time or any rules and regulations, notifications or directions issued there under.

To ensure appropriate identification of the constituents under its KYC policy and with view to monitor the transactions for the prevention of anti money laundering, the company has reserve the right to seek information, record constituents telephonic calls and/or obtained or retained documentation for establishing the identity of the constituents, proof of residence, source of funds, etc. It may re-verify identity and obtain any incomplete or additional information for this purpose.

The constituents or their attorney, if any, shall produce independent source documents, such as photographs, certified copies of ration card/passport/pan card/driving license or such other documents or produce such information as may be required from time to time for verification of the identity, residential address, financial information of the constituents by the company.

If the constituents refuses/fails to produce the required documents and information with in the period specified in the communication sent by company to the constituents, then the company after applying due diligence measures believes that the transaction is suspicious in nature within the purview of the Act and SEBI circulars issued from time to time or on account of deficiencies in the documentation shall have absolute discretion to report suspicious transaction to FIU-IND or to reject the application or to freeze the account of constituent. Thus the KYC documentation shall comply by all the constituents in its true spirit and word.

The Company, its Directors, its Employees and agents shall not be liable in any manner for any claim arising whatsoever on account of freezing of account or on rejection of application etc. due to noncompliance of the provisions of the Act, SEBI circulars and KYC policy and or where company believes that transaction is suspicious in nature within the purview of the Act or SEBI circulars and reporting the same to FIU-IND.

This document form an integral part of the client registration form as addendum or key information memorandum and will be subject to amendments from time to time.

Signature  \_\_\_\_\_

Name : .....

------(Please Tear Here)-----

**ACKNOWLEDGEMENT**



**MultipleX Capital Limited**

Member : NSE, BSE, MCX-SX, USEIL • DP (NSDL) DP ID : IN302620 SEBI Regn. No.: IN-DP-NSDL-216-2001

Regd. Office: 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085

Ph.: 011-47055555, Fax : 011-27561629 E-mail : customer.grievance@onlymultiplex.com, info@onlymultiplex.com Website : www.onlymultiplex.com

Date.....

Accepted / Rejected the application from Mr./Ms.....as the sole / First holder alongwith .....and.....is the Second and Third holders respectively for opening of a depository account. Your Client ID will be intimated to you shortly on acceptance. Please quote the DP ID & Client ID allotted to you in all future correspondence.

Participant Stamp & Signature

**IN CASE NON FILLING OF INCOME TAX RETURN (ITR)**

To,

**Multiplex Capital Limited**

Regd. Office : 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085

Ph.: 011-47055555, Fax : 011-27561629

Dear Sir,


This is to declare that I/We am/are having Permanent Account No.....(PAN No.) but not filling of my/our Income Tax Return (ITR) due to non-applicability.

Therefore you requested to kindly accept.....as my financial details.

I also confirm that if I/we filled the ITR will also be forwarded to you.

Thanking you,

Yours faithfully,

 \_\_\_\_\_

Signature

Name : .....

-----**(Please Tear Here)**-----



**POWER OF ATTORNEY**


To all to whom these presents shall come I/we ..... & .....individual/partnership firm/ corporate, being Indian inhabitant send(s) greetings. Whereas I/we have a beneficial owner account number **IN302620** (hereinafter referred to as the said 'BO account') with Multiplex Capital Ltd. (Hereinafter called as "MCL" & also as "DP") DP ID IN 302620 with NDSL, We also have the trading/ investment account with MCL and I/we am/are desirous of appointing an agent / attorney to operate said account on my behalf in the manner hereinafter appearing.


Now know we all and these presents witness that I/we, the above named, do hereby nominate, constitute and appoint Multiplex Capital Ltd. an Indian company registered under Companies Act, 1956 acting through its Directors and/or Officers authorized for the purpose, as our true and lawful attorney(s) (herein after referred to as "the attorney(s)") for me/us and on my/our behalf and in my/our name, to do the following acts, deeds and things and exercise the following powers and authorities;


1. To do all such thing and give all such instructions as mentioned below concerning the said account as I/we myself/ourselves could give if I/we was/were personally present.
2. To treat the balance in my BO account as margin against my transactions in capital and derivative segment and to pledged/unpledged the same with the MCL or NSE or BSE or clearing member as margin deposit.
3. To instruct DP to transfer the shares to MCL margin account number ..... &/or .....&/or.....& pledged/ unpledged the same with the NSE/BSE or clearing member as margin deposit.
4. To instruct the DP to debit securities to the said BO account and/ or transfer securities from the said account to MCL-NSE pool account nos. ...., and/or to MCL-BSE pool account nos. .... to the extent of shares sold by me/us for pay-in obligations towards any stock exchange.
5. To instruct the DP to debit securities to the said account, which have been wrongly credited in my BO account.
6. To transfer charges levied in my BO account to my trading ledger account of NSE & BSE.
7. And for all or any of the purpose aforesaid, to appoint from time to time a substitute or substitutes and revoke such substitution. The appointment of any such substitute shall not affect or prejudice the rights or powers of the Attorney to act hereunder and the Attorney may continue to do so notwithstanding such appointments.

And I hereby agree and confirm that the powers and authorities conferred by this power of attorney shall continue until I inform to the contrary, in writing duly acknowledged by DP.

SIGNED AND DELIVERED BY THE WITHIN NAMED ON .....DAY OF.....(MONTH).....(YEAR)

  
.....  
Sole/First Holder Signature

  
.....  
Second Holder Signature

  
.....  
Third Holder Signature

**IN THE PRESENCE OF (Witness Name, Signature & Address)**

**Witness- Name and Signature**

Name : .....  
Address : .....  
Signature : .....  
Place : .....

**Witness- Name and Signature**

Name : .....  
Address : .....  
Signature : .....  
Date : 

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

**Accepted**

For Multiplex Capital Limited

Signature



multiple%

**BROKERAGE SLAB (Subject to Change without Notice)****CASH SEGMENT**

Brokerage Slab	Slab %	Minimum Paise	One Side / Both Side
Delivery Based			
Daily Square up			

**DERIVATIVES SEGMENT**

Brokerage Slab	Slab %	Minimum Paise / Per Lot	One Side / Both Side
Future			
Option			

**CURRENCY DERIVATIVES SEGMENT**

Brokerage Slab in % per lot (in Rs.)	Minimum brokerage per lot

**MUTUAL FUND**

Brokerage Slab	Slab %	Minimum Paise
Delivery Based		

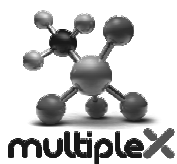
In case of physical contract note are being dispatched to client, a difference of Rs. 25/- in total brokerage booked on a particular date may be charged towards minimum processing fee.

**For Client opting for online application based facility**

I wish to avail ODIN DIET Client (application based) online trading facility and ready to pay Rs.250 p.m. subscription fees per exchange per segment and authorize you to debit the subscription fees as applicable to my trading account for availing the said facility. I further agree / accept that subscription fees will not be debited in my account if I generate a brokerage of Rs. 1000/- p.m.per segment (for which online facility is availed). In case of auto renewal of opted facility I authorize you to debit the subscription fees as applicable from time to time.



------(Please Tear Here)-----

**ACKNOWLEDGE FROM CLIENT****MultipleX Capital Limited**

Member : NSE, BSE, MCX-SX, USEIL • DP (NSDL) DP ID : IN302620 SEBI Regn. No.: IN-DP-NSDL-216-2001

Regd. Office : 100/28, Keshav Tower, Rajapur Market, Sector-9, Rohini, Delhi-110085

Ph.: 011-47055555, Fax : 011-27561629 E-mail : customer.grievance@onlymultiplex.com, info@onlymultiplex.com Website : www.onlymultiplex.com

SEBI Registration No.: NSE Cash-INB230783732, NSE F&O-INF230783732, NSE Currency-INE230783732

BSE Cash-INB010783737, BSE Currency-INE010783737, MCX-SX Currency-INE260783732, USEIL Currency-INE270783736

I / We .....hereby confirm that I / We have received the copy of KYC Forms, Risk Disclosure Documents, Investors' Rights and Obligation, along with Member Client Agreement / Tripartite agreement. I / We also confirm that I / We got my unique client code.

Thanking You,



Client's signature

(If partner, Corporate or other signatory, then attest with firm / company seal)

Date : .....

Place : .....

Client Code : .....

Client's Name : .....

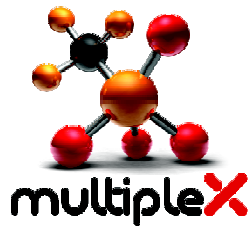
**For Office Use Only :**

Internal Ref. No. : .....

Client's Name : .....

Branch Code : .....

Branch Name : .....



# MultipleX Capital Limited

**Member : NSE Cash-[INB230783732](#), NSE F&O-[INF230783732](#), NSE Currency-[INE230783732](#)  
BSE Cash-[INB010783737](#), BSE Currency-[INE010783737](#), MCX-SX Currency-[INE260783732](#)  
USEIL Currency-[INE270783736](#) DP ID (NSDL) - IN 302620**

**Regd. Office :**

100/28, Keshav Tower, Rajapur Market,  
Sector-9, Rohini, Delhi-110085  
Ph.: 011-47055555, Fax : 011-27561629

E-mail : [customer.grievance@onlymultiplex.com](mailto:customer.grievance@onlymultiplex.com)  
[info@onlymultiplex.com](mailto:info@onlymultiplex.com)  
Website : [onlymultiplex.com](http://onlymultiplex.com)