



# CLIENT REGISTRATION FORM INDIVIDUAL / CORPORATE

Form No.

**VENIMADHAV**<sup>TM</sup>  
YOUR WEALTH CREATION DESTINATION

Branch Head / Sub-broker Name : .....

Client Name : .....

Client Code : .....

Date of Registration : .....

## A. COMMON INSTRUCTIONS LIST CUM CHECK LIST FOR INDIVIDUAL

a. Please provide the below listed documents:

Documents	Identity	Address	Signature	Bank Proof	DP Proof
<input type="checkbox"/> PAN card with signature	Yes	No	Yes	No	No
<input type="checkbox"/> Client Master List/ Holding Statement (Not more than 2 months old)	No	No	No	No	Yes
<input type="checkbox"/> Passport (Clear copy of Name, Address & Photo)	Yes	Yes	Yes	No	No
<input type="checkbox"/> Driving License (Clear copy of Name, Address & Photo)	Yes	Yes	Yes	No	No
<input type="checkbox"/> Voter's Identity card (Both Front and Back)	Yes	Yes	No	No	No
<input type="checkbox"/> Ration card	No	Yes	No	No	No
<input type="checkbox"/> Bank Passbook/ Bank Statement	No	Yes	No	Yes	No
<input type="checkbox"/> Cheque leaf along with bank Statement or bank Passbook	No	No	No	Yes	No
<input type="checkbox"/> Rent Agreement	No	Yes	No	No	No
<input type="checkbox"/> Electricity, Water, Landline Telephone Bill( Not more than 2 months old)	No	Yes	No	No	No

- b. From above listed documents, collect any one or more document that will establish all proofs and make a "Yes" in all five columns. (For example, PAN copy, Dmat Holding statement, Driving Licence & bank statement confirms 'Yes' in all Five Columns).
- c. Please fill up the form in CAPITAL LETTERS.
- d. Please write your name as it appears in PAN/Bank proof in your documents. In case of any mismatch Declaration required.
- e. Form should be completed in all respects in own Handwriting by client only.
- f. Name, Address & Signature of witness on agreement part.
- g. Verification stamp with signature, name & date on the documents collected.
- h. Please initial wherever overwriting is done.
- i. If any of above proof is in language other than Hindi and English, Notarized copy for the same will only be accepted
- j. Copy of Documentary evidence for address and identity proof of introducer.

## B. SPECIFIC INSTRUCTIONS LIST CUM CHECK LIST

### Additional documents for Trading in Derivative Segment

- Copy of ITR acknowledgement
- Copy of annual Accounts
- Net-worth Certificate
- Bank account statement for last six months.
- Copy of DMAT holding statement
- In case of Salaried persons Latest Salary Slip and Form 16 copy
- Any other relevant documents substantiating ownership of assets.
- Self declaration along with relevant supporting.

### MINOR

- All documents as per Common list for both Minor and his/her Guardian.
- Undertaking letter signed by the Guardian.
- Recent Passport size Photo of both Minor and Guardian

### HUF

- All documents as per Common list for both of HUF and it's Karta.
- Undertaking letter signed by two Coparceners.
- Recent Passport size Photo of Karta of HUF.
- Rubber stamp of HUF required on every sign of Karta.

### PROPRIETORSHIP FIRM

- All documents as per Common list for Proprietor.
- Recent Passport size Photo of Proprietor.
- Rubber stamp of firm required on every sign of Proprietor.
- Declaration on letterhead of the firm as per annexure attached.
- DMAT account will be in the name of proprietor only.
- Proprietor's name and relation verification on letterhead of bank by the Banker.
- Certified copy of Balance sheet/Annual accounts for Last two years.
- Latest Income tax return copy of Proprietor.

### FOR PARTNERSHIP FIRM

- Certified true copy of partnership deed
- Copy of PAN Card of partnership firm
- Copy of PAN Card / Passport / Voter ID / Driving License of all partners
- A Passport size photograph of all the partners
- Proof of the Demat account
- Copy of last income tax return filed
- Verification, attestation of the Signatures of Partners by bank
- Copies of Balance Sheet for last 2 financial years (Copies of annual balance sheet to be submitted every year)
- Photographs of Partners and/or persons authorized to deal in securities on behalf of the Firm

### FOR CORPORATES

- Copy of PAN Card of the company
- Copy of PAN Card / Passport / Voter ID / Driving License of director authorized signatories
- Certified true copy of annual report for the last year.
- Proof of the Demat account.
- Verification / attestation of signature of the directors by the bank
- Copies of the balance sheet for the last 2 financial years (Copies of annual balance sheet to be submitted every year)
- Copies of the Memorandum & Articles of Association
- Photographs of whole time directors, individual promoters holding 5% or more, either directly or indirectly, in the shareholding of the company and or persons authorized to deal in securities on behalf of the company.
- Copy of latest shareholding pattern including list of all those holding more than 1% in the share capital of the company, duly certified by the Company Secretary/Whole Time Director/M.D. (Copy of updated shareholding pattern to be submitted every year)
- Copy of the Resolution of Board of Directors approving participation in equity / derivatives trading and authorized persons for dealing in securities.
- List of Directors with specimen signature.

### FOR NRI ACCOUNT

- Copy of RBI Approval Letter (Primary Banks are also allowed)
- Copy of Passport
- Indian & Foreign address of client along with the proof.
- Power of Attorney Letter to whom power is given for signature & trading on behalf of him (Certified true copy)
- Personal details of Authorised person to whom the power of attorney is given for signature & trading on behalf of him.
- Letter obtained from client for getting unique client code from NSE in case of Derivative trading.

## INDEX

Disclosure pursuant to NSE Circular No. NSE / INSP / 2006 / 52 dated 5th July, 2006  
& BSE Circular No. 20060704 - 6 dated 2th July 2006

Documents required as per SEBI Circular No. SEBI / MIRSD / DPS-I / CIR-31 / 2004 dated 26-8-2004  
Read with SEBI Circular bearing Reference No. MIRSTD / SE / CIR-19 / 2009 dated 3-12-2009

### PART - I MANDATORY DOCUMENTS

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



FULL SIGNATURE OF THE CLIENT

In person verification

**Venimadhav Securities Pvt. Ltd.**

Name of Employee : \_\_\_\_\_

Designation : \_\_\_\_\_

Date : \_\_\_\_\_ Place: \_\_\_\_\_

Signature of Employee : \_\_\_\_\_

To,

**Venimadhav Securities Pvt. Ltd.**

Regd. Office : K-15, South Extension Part-One,  
New Delhi-110049

Dear Sir,

I/We hereby acknowledge the receipt of duly executed copy of KYC, MCA/Tripartite-Agreement, RDD and all other documents as executed by me/us. I acknowledge that the other details related my account are as under :

Trading Code.....

UCC.....

My Email Id.....



\_\_\_\_\_  
(Signature of Client)

**PART - I (CLIENT REGISTRATION FORM)**

**Venimadhav Securities Pvt. Ltd.**

Member :

NSE (Capital Market and F&O Segment) SEBI Regn. No.: INB 231278038, INF 231278038, TM No.: 12780

BSE (Capital Market and F&O Segment) SEBI Regn. No.: INB 011278034, INF 011278034, CM No.: 3189

MCX-SX (Currency Derivatives Segment) SEBI Regn. No.: INE 261278038, Membership ID : 26200

Regd. Office : K-15, South Extension Part One, New Delhi-110049

Ph.: 011-41752650, 51, 52 • Fax : 011-41648185

E-mail : contact@venimadhav.com

Website : www.venimadhav.com

Please affix  
your recent  
passport size  
photograph  
duly signed across



I request you to register myself as your client and enable me to trade in the Cash/F&O/Currency Derivatives Segment of National Stock Exchange of India Ltd./Bombay Stock Exchange Ltd./MCX Stock Exchange Ltd. pursuant to the Agreement entered into with you. I have read Rules, Bye-laws and Regulations of the Cash, F&O and Currency Derivatives Segment of National Stock Exchange of India Ltd./Bombay Stock Exchange Ltd./MCX Stock Exchange Ltd. ("the Exchanges") and agree to abide by them. In this regard, I give the following information.

**Account Type :**  Individual  Proprietorship  HUF  Partnership Firm  Body Corporate  
 Trust  Minor  NBFC  FII  FI  NRI-Repatriable  NRI-Non Repatriable  
 Others, please specify \_\_\_\_\_

**Residential Status :**  Indian  NRI  Others, please specify \_\_\_\_\_

**Client's Personal Details**

Name Mr. / Ms. / M/s. : \_\_\_\_\_

Date of Birth / Incorporation : \_\_\_\_/\_\_\_\_/\_\_\_\_ Sex :  Male  Female Marital Status :  Married  Unmarried

Date of Commencement of Business : \_\_\_\_\_ Nature of Business : \_\_\_\_\_

Registration No. \_\_\_\_\_ (with ROC, SEBI or any government authority)

Father's / Husband's Name : \_\_\_\_\_

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

\_\_\_\_\_ City/VPO/Town : \_\_\_\_\_

Pin : \_\_\_\_\_ State : \_\_\_\_\_ Country : \_\_\_\_\_

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

\_\_\_\_\_ City/VPO/Town : \_\_\_\_\_

Pin : \_\_\_\_\_ State : \_\_\_\_\_ Country : \_\_\_\_\_

Phone(with STD Code) : \_\_\_\_\_ Mobile : \_\_\_\_\_

PAN NO. : \_\_\_\_\_ IT CIRCLE/WARD \_\_\_\_\_ MAPIN ID : \_\_\_\_\_

E-mail ID : \_\_\_\_\_ Fax : \_\_\_\_\_

EDUCATIONAL QUALIFICATION :  Graduate  Post Graduate  Professional  Others (Pl. Specify) \_\_\_\_\_

**Names of Promoters / Partners / Karta and residential address :**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_



**Name, Designation and Address of Persons authorized to deal in Securities / Derivatives / Currency Derivatives on behalf of the company / firm / others and their residential address :**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**Details of any action taken by SEBI/Stock Exchange/any other authority against the constituent of its partners / promoters / whole time directors / authorized persons in charge of dealing in equities / F&O / Currency Derivatives for violation of laws / other economic offences.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Occupation Details**

**Occupation :**  Employed  Self Employed  Business  Professional  House Wife  Others (Pl. Specify \_\_\_\_\_)

IF EMPLOYED / SELF EMPLOYED/BUSINESS/PROFESSIONAL/OTHERS

Name of Employer/Establishment \_\_\_\_\_

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

\_\_\_\_\_ City/VPO/Town : \_\_\_\_\_

Pin : \_\_\_\_\_ State : \_\_\_\_\_ Country : \_\_\_\_\_

Phone(with STD Code) : \_\_\_\_\_ Mobile : \_\_\_\_\_

Fax : \_\_\_\_\_ E-mail : \_\_\_\_\_

**Bank Account Details (Through which transactions will be routed)**

**NOTE : Mention Firm's Bank Account details in case of Proprietorship Firm / HUF's Bank Account Details in case of HUF Respectively.**

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

Account No. : \_\_\_\_\_ Branch : \_\_\_\_\_

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

\_\_\_\_\_ Pin Code : \_\_\_\_\_

ATGS / IFCS Code No.: \_\_\_\_\_

9-Digit Code Number of the Bank and Branch appearing on the MICR Cheque issued by the Bank :

Account Type :  Savings  Current  NRE/NRO  OTHERS (Pl. specify \_\_\_\_\_)

(Copy of a cancelled cheque and a copy of the passbook / bank statement / bank verification containing name of the constituent should be submitted)

**Income Details**

Year ( )	Year ( )	Year ( )
<input type="checkbox"/> Upto Rs. 1,00,000/-	<input type="checkbox"/> Upto Rs. 1,00,000/-	<input type="checkbox"/> Upto Rs. 1,00,000/-
<input type="checkbox"/> Rs. 1,00,001/- to Rs. 5,00,000/-	<input type="checkbox"/> Rs. 1,00,001/- to Rs. 5,00,000/-	<input type="checkbox"/> Rs. 1,00,001/- to Rs. 5,00,000/-
<input type="checkbox"/> Above Rs. 5,00,000/-	<input type="checkbox"/> Above Rs. 5,00,000/-	<input type="checkbox"/> Above Rs. 5,00,000/-

**Investment Experience**

\_\_\_\_\_ Years in dealing securities \_\_\_\_\_ Years in derivatives \_\_\_\_\_ Years in any other investment related field

**Primary Purpose of Derivative Trading**  Hedging  Arbitrage  Speculative

**Other Brokers' / Sub Broker's Details**

Whether registered with any other broker  Yes  No

If Yes, Name of the broker \_\_\_\_\_

Client Code No. \_\_\_\_\_

Name of the exchange \_\_\_\_\_

**Introducer Details**

Introduced by :  Another Client  Employee  Others (Pl. Specify \_\_\_\_\_)

Name of Introducer : \_\_\_\_\_

Beneficiary ID of the introducer : \_\_\_\_\_

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

\_\_\_\_\_ City/VPO/Town : \_\_\_\_\_

Pin : \_\_\_\_\_ State : \_\_\_\_\_ Country : \_\_\_\_\_

Phone(with STD Code) : \_\_\_\_\_ Mobile : \_\_\_\_\_

PAN NO. : \_\_\_\_\_ MAPIN ID : \_\_\_\_\_ Fax : \_\_\_\_\_

E-mail ID : \_\_\_\_\_

Signature of the Introducer :

**Depository Account Details**

1. Type of Depository : CDSL  NSDL

Name of Depository : \_\_\_\_\_

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

DP ID :          Beneficiary ID :

2. Type of Depository :  CDSL  NSDL

Name of Depository : \_\_\_\_\_

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

DP ID : \_\_\_\_\_ Beneficiary ID : \_\_\_\_\_

**For NRI Details**

Please tick if you are a  NRO  NRE  NRI REPATRIABLE  NRI NON-REPATRIABLE

RBI Reference No. : \_\_\_\_\_ RBI Approval Date : \_\_\_\_\_

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

\_\_\_\_\_ City/VPO/Town : \_\_\_\_\_ Pin : \_\_\_\_\_

State : \_\_\_\_\_ Country : \_\_\_\_\_

Documents Furnished :  Copy of Passport / Visa (MANDATORY)  Proof of Foreign Address Currency : \_\_\_\_\_

**Guardian/Authorised Representative Details (In Case of Minor / Power of Attorney)**

Name of Guardian Mr./Mrs. \_\_\_\_\_

Occupation \_\_\_\_\_

Relationship (if any) \_\_\_\_\_

Correspondence Address \_\_\_\_\_

\_\_\_\_\_ City/VPO/Town : \_\_\_\_\_

Pin : \_\_\_\_\_ State : \_\_\_\_\_ Country : \_\_\_\_\_

Phone(with STD Code) : \_\_\_\_\_ Mobile : \_\_\_\_\_

PAN NO. : \_\_\_\_\_ MAPIN ID : \_\_\_\_\_ Fax : \_\_\_\_\_

E-mail ID : \_\_\_\_\_

Photograph of the Guardian with Signature of the Guardian Across the Photograph



**Identity & Address Proof Details**

PARTICULARS	NUMBER	DATE OF ISSUE	DATE OF EXPIRY	PLACE OF ISSUE
PAN CARD	_____	_____	_____	_____
PASSPORT	_____	_____	_____	_____
DRIVING LICENSE	_____	_____	_____	_____
RATION CARD	_____	_____	_____	_____
VOTER ID CARD	_____	_____	_____	_____
IT CIRCLE/WARD DISTRICT	_____	_____	_____	_____



**Trading Preference**

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

- |   |  |
|---|--|
| <input type="checkbox"/> NSE<br>(Please sign.....)    | <input type="checkbox"/> BSE<br>(Please sign.....) |
| <input type="checkbox"/> MCX-SX<br>(Please sign.....) | <input type="checkbox"/> ALL<br>(Please sign.....) |

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

- |   |  |
|---|--|
| <input type="checkbox"/> Cash Market<br>(Please sign.....)          | <input type="checkbox"/> Derivative Market<br>(Please sign.....) |
| <input type="checkbox"/> Currency Derivatives<br>(Please sign.....) | <input type="checkbox"/> ALL<br>(Please sign.....)               |

I hereby declared that the details furnished above are true and correct to the best of my knowledge & belief & 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.



**Declaration**

I hereby declare that all the information and particulars given by me in this application are true to the best of my knowledge and belief. I agree to immediately inform you in writing if there is any change in any of the information given in this application. I also declare and agree that if any of the above statements is found to be incorrect or false or any information or particulars have been suppressed or omitted there from, **I am liable to be debarred from doing business both in the Cash, F&O and Currency Derivatives Segment of the Exchanges.** I also agree to furnish such further information as you or the Exchanges may require from me and I agree that if I fail to give such information, you shall have the right to cancel my registration and the exchanges shall have the right to debar me from doing business both in the Cash, F&O and Currency Derivatives Segments of the Exchanges.

Name of the Client

Signature of the Client

\_\_\_\_\_  
\_\_\_\_\_

Place : \_\_\_\_\_ Date : \_\_\_\_\_ Reference No. : \_\_\_\_\_

**Annexure - A (For Non - Individuals)**  
**(Details of Promoter / Partners / Whole Time Director / Karta of HUF / Authorized person to deal in securities in behalf of Company/Firm/HUF)**

**Personal Detail**

Name : \_\_\_\_\_  
 Designation : \_\_\_\_\_  
 Residential Address : \_\_\_\_\_  
 \_\_\_\_\_ Tel. No. \_\_\_\_\_  
 Qualification : \_\_\_\_\_ Experience : \_\_\_\_\_  
 PAN No./GIR :  Ward/Circle Range \_\_\_\_\_  
 Residential Status :  Resident Indian  NRI  Others  
 Bank Name, Branch : \_\_\_\_\_  
 \_\_\_\_\_ Date of Opening A/c : \_\_\_\_\_  
 Account No.: \_\_\_\_\_ Account Type :  Savings  Current  NRI  
 Passport No.: \_\_\_\_\_ Place of Issue : \_\_\_\_\_ Expiry Date : \_\_\_\_\_  
 Driving License No.: \_\_\_\_\_  
 Ration Card No. : \_\_\_\_\_  
 Voters Id : \_\_\_\_\_

**Affix recent  
 Passport size  
 photograph  
 of Director/Partner/  
 Karta/Authorised  
 Person/Trustee  
 and sign across**

The information furnished above is true to the best of my knowledge and belief, and I Undertake to inform you, of any changes therein immediately in writing. I am agreeable to enter into an agreement to abide by your terms and conditions.



\_\_\_\_\_  
**Signature of Client**

**Personal Detail**

Name : \_\_\_\_\_  
 Designation : \_\_\_\_\_  
 Residential Address : \_\_\_\_\_  
 \_\_\_\_\_ Tel. No. \_\_\_\_\_  
 Qualification : \_\_\_\_\_ Experience : \_\_\_\_\_  
 PAN No./GIR :  Ward/Circle Range \_\_\_\_\_  
 Residential Status :  Resident Indian  NRI  Others  
 Bank Name, Branch : \_\_\_\_\_  
 \_\_\_\_\_ Date of Opening A/c : \_\_\_\_\_  
 Account No.: \_\_\_\_\_ Account Type :  Savings  Current  NRI  
 Passport No.: \_\_\_\_\_ Place of Issue : \_\_\_\_\_ Expiry Date : \_\_\_\_\_  
 Driving License No.: \_\_\_\_\_  
 Ration Card No. : \_\_\_\_\_  
 Voters Id : \_\_\_\_\_

**Affix recent  
 Passport size  
 photograph  
 of Director/Partner/  
 Karta/Authorised  
 Person/Trustee  
 and sign across**

The information furnished above is true to the best of my knowledge and belief, and I Undertake to inform you, of any changes therein immediately in writing. I am agreeable to enter into an agreement to abide by your terms and conditions.



\_\_\_\_\_  
**Signature of Client**

**DECLARATION BY HUF**

To,  
**Venimadhav Securities Pvt. Ltd.**

Dated : \_\_\_\_\_

Regd. Office : K-15, South Extension Part-One, New Delhi-110049

Dear Sir,

We, all the coparceners (members) detailed below of the Hindu Undivided Family having PAN No.....  
.....do hereby authorize KARTA of the family Mr.....  
to open/operate in the name in this HUF a dealing/trading account and inter-alia to give order, execute deals through you for  
and on behalf of the our HUF above names and we state that we are and shall always be jointly and severally responsible fo 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 of change in the consitution of HUF we shall inform you in writing and understand that  
we are required to collect from you and 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,

For.....(HUF)

**Name & Signature of Adult Co-parceners (Use Annexure for additional Members)**

- 1. \_\_\_\_\_ ⊗ \_\_\_\_\_
- 2. \_\_\_\_\_ ⊗ \_\_\_\_\_
- 3. \_\_\_\_\_ ⊗ \_\_\_\_\_
- 4. \_\_\_\_\_ ⊗ \_\_\_\_\_

**Name & Date of Birth of Minor-Co-parceners**

- 1. \_\_\_\_\_ ⊗ \_\_\_\_\_
- 2. \_\_\_\_\_ ⊗ \_\_\_\_\_
- 3. \_\_\_\_\_ ⊗ \_\_\_\_\_
- 4. \_\_\_\_\_ ⊗ \_\_\_\_\_

## DISCLOSURE INFORMATION

To,

Sir,

This is to inform you that we do client based trading and Pro-account trading in National Stock Exchange of India Ltd. (NSE)/ Bombay Stock Exchange Ltd. (BSE) / MCX Stock Exchange Ltd. (MCX-SX)

Thanks and best regards.

For Venimadhav Securities Pvt. Ltd.

Authorised Signatory/ Director

I acknowledge the receipt of information given above by Venimadhav Securities Pvt. Ltd. that they do Client base trading and Pro-account trading.

Client Name:

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

## BROKERAGE STRUCTURE

### Capital Market Segment

Trading Account	%	Minimum Paisa
1. Square off same day <input type="checkbox"/> Each Side	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>
<input type="checkbox"/> One Side	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>
2. Delivery	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>
3. Trade to Trade	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>
4. Flat Brokerage	Per Trade (In Rs.)	Order Value in Multiples (In Rs.)
Intraday	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>
Delivery	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>

### F&O Segment

Trading Account	Future %	Min.
1. Brokerage	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>
2. Square off same day <input type="checkbox"/> Each Side	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>
<input type="checkbox"/> One Side	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>
	Option %	Min.
	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>
Flat Brokerage	Per Trade (In Rs.)	Order Value in Multiples (In Rs.)
F&O	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>

### CURRENCY SEGMENT

Trading Account	Future %	Min.
1. Brokerage	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>
2. Square off same day <input type="checkbox"/> Each Side	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>
<input type="checkbox"/> One Side	<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>

Note : In case of Physical Contact note are being dispatched to client, a difference of Rs. 25/- per in total brokerage booked on a particular date would be charged toward minimum processing fee.

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Signature of Client

## MEMBER CLIENT AGREEMENT - NSE

### (Cash and F&O Segment)

This Agreement is made and executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_\_, between M/s. **VENIMADHAV SECURITIES PVT. LTD.** a body corporate, incorporated under the provisions of the Companies Act, 1956, being a member of the National Stock Exchange of India Ltd. (hereinafter called "the Exchange"), and having its Registered office at **K-15, South Extension Part One, New Delhi-110049** (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 & derivative segment, it/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 One Part  
AND

Mr./Ms./M/s. \_\_\_\_\_

\_\_\_\_\_, an individual/a sole proprietary concern/a partnership firm/ a body corporate, registered/ incorporated, under the provisions of the Indian Partnership Act, 1932 / the Companies Act, 1956, having its/his/her residence / registered office at \_\_\_\_\_

\_\_\_\_\_(hereinafter called "the client") which expression shall, unless repugnant to the context or meaning thereof, deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part;

Whereas the stock broker is registered as the stock broker of National Stock Exchange of India Ltd. with the SEBI registration number **INB 231278038** in the Capital Market/ Cash Segment and SEBI registration number **INF 231278038** in the Futures and Options Segment.

Whereas the client is desirous of investing/trading in those securities/ contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder from time to time.

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

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

Whereas the stock broker has taken steps and shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.

WHEREAS the stock broker and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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

1. The client agrees to immediately notify the stock broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker at the time of opening of the account or at any time thereafter.

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 client shall be obliged to pay such margins within the stipulated time
  - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The Client agrees to pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/SEBI.
4. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
5. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
6. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations/circulars/guidelines/Exchanges Rules/Regulations/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 thereunder as may be in force from time to time.
14. The stock broker hereby agree 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, shall also be communicated to the relevant stock exchange(s).
16. The stock broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
17. The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
18. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
19. The instructions issued by an authorised representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
20. Whereas 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 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 thereunder or Rules and Regulations of SEBI.
24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.
25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that is shall not disclose the same to any person/authority except as required under any law/regulatory requirements; Provided however that the stock broker may so disclose information about its his client to any person or authority with the express permission of the client.

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

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

**Signed and Delivered by**

**For Venimadhav Securities Pvt. Ltd.**

**Client**

Name .....

Signature  .....

**Witness**

Name .....

Address .....

Signature .....

Place .....

Name .....

Signature .....

**Witness**

Name .....

Address .....

Signature .....

Date 

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## MEMBER CLIENT AGREEMENT - BSE

### (Cash and F&O Segment)

This Agreement is made and executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_\_, between M/s. **VENIMADHAV SECURITIES PVT. LTD.** a body corporate, incorporated under the provisions of the Companies Act, 1956, being a member of The Bombay Stock Exchange Ltd. (hereinafter called "the Exchange"), and having its Registered office at **K-15, South Extension Part One, New Delhi-110049** (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 & derivative segment, it/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 One Part

AND

Mr./Ms./M/s. \_\_\_\_\_, an individual/a sole proprietary concern/a partnership firm/a body corporate, registered/ incorporated, under the provisions of the Indian Partnership Act, 1932 / the Companies Act, 1956, having its/his/her residence / registered office at \_\_\_\_\_

\_\_\_\_\_ (hereinafter called "the client") which expression shall, unless repugnant to the context or meaning thereof, deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part;

Whereas the stock broker is registered as the stock broker of the Bombay Stock Exchange Ltd. with the SEBI registration number **INB 011278034** in the Capital Market Segment & SEBI registration number **INF 011278034** in the Futures & Options Segment.

Whereas the client is desirous of investing/trading in those securities/ contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder from time to time.

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

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

Whereas the stock broker has taken steps and shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.

WHEREAS the stock broker and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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

1. The client agrees to immediately notify the stock broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker at the time of opening of the account or at any time thereafter.

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 margin (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and client shall be obliged to pay such margins within the stipulated time.
  - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
3. The Client agrees to pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/SEBI.
4. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
5. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
6. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations /circulars/ guidelines/Exchanges Rules/ Regulations/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 thereunder as may be in force from time to time.
14. The stock broker hereby agree 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, shall also be communicated to the relevant stock exchange(s).
16. The stock broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
17. The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
18. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
19. The instructions issued by an authorised representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
20. Where the Exchange cancel trade(s) suo moto all such trades including the trade/s done on behalf of the said client.
21. This agreement shall forthwith terminate; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
22. The stock broker and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
23. In addition to the specific rights set out in this Agreement, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.
25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that is shall not disclose the same to any person/authority except as required under any law/regulatory requirements; Provided however that the stock broker may so disclose information about its his client to any person or authority with the express permission of the client.

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

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

**Signed and Delivered by**

**For Venimadhav Securities Pvt. Ltd.**

**Client**

Name .....

Signature  .....

**Witness**

Name .....

Address .....

Signature .....

Place .....

Name .....

Signature .....

**Witness**

Name .....

Address .....

Signature .....

Date 

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

## (Supplementary Agreement - NSE)

This Agreement (hereinafter referred to as "Agreement") is entered into on this ..... day of.....20....., by and between **VENIMADHAV SECURITIES PVT. LTD.** (hereinafter referred to as "the stock broker"), a body corporate, incorporated and registered under the provisions of Companies Act 1956 and having his/its office/registered office at **K-15, South Extension Part One, New Delhi-110049**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the First Part;

AND

.....(name of the sub-broker) (hereinafter referred to as "the sub-broker"), a.....(type of entity) and having his/its office/registered office at ..... (address), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Second Part;

AND

..... (name of the client of the sub-broker) (hereinafter referred to as "the client"), an individual/a..... (type of entity) and having his /its residence/office/at..... (address) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Third Part;

### WHEREAS

1. The stock broker states that it is engaged, in the business of stock broking and is a Member of National Stock Exchange of India Ltd. (NSE), (hereinafter referred to as "the stock exchange") with SEBI registration Number **INB/INF 231278038**.
  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 member 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.
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.

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



Signature of Client

Signature of Sub-broker

Signature of Stock Broker

- 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 bye-laws 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-à-vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings. In case of an award against a sub broker, if the sub broker fails to implement the award, the stock broker shall be liable to implement the same and would be entitled to recover the same from the sub broker.
15. The stock broker and the sub-broker hereby agree that all transactions in securities on behalf of the clients of the sub-broker shall be settled by delivery and/or payment, between the stock broker and the client in accordance with the provisions of rules, bye-laws and regulations of the relevant stock exchange on which the transactions took place and subject to the procedures for settlement of transactions laid down by the relevant stock exchange from time to time.
16. Information about default in payment/delivery and related aspects by a client, including that of a sub broker as a client shall be brought to the notice of the relevant stock Exchange(s) by the stock broker. In case where defaulting sub broker / client is a corporate entity / partnership / proprietary firm or any other artificial legal entity, then the name(s) of director(s) / promoter(s) / Partner(s) / proprietor as the case may be, shall also be communicated to the relevant stock exchange(s) by the stock broker.
17. The stock broker, the sub-broker or the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties at their respective addresses mentioned below. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
18. In the event of sub broker terminating this agreement and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate the agreement by giving a notice in writing of not less than one month.
19. This agreement shall forthwith terminate;
  - (i) if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled;
  - (ii) upon the demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or /withdrawal of recognition of the sub-broker by the stock exchange. Provided however, in such an event, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimate to the stock broker or the stock broker intimates to the client his/its intention to terminate the agreement by giving one month notice in writing.
20. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
21. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction 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, member shall be entitled to cancel the respective contract(s) with client(s)
25. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
26. The client agrees to immediately notify the stock broker/sub broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker/sub broker at the time of opening of the account or at any time thereafter.
27. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
28. In addition to the specific rights set out in this Agreement, the stock broker, the sub-broker and the client shall be entitled to exercise any other rights which the stock broker, sub broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
29. The stock broker and the sub-broker hereby undertake to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that they shall not

disclose the same to any person/authority except as required under any law/regulatory requirements: Provided however that the stock broker or sub-broker may so disclose information about his client to any person or authority with the express permission of the client.

30. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
31. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, 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 the member, the sub-broker and the client.

Name of Client : .....

Title/Designation of Client : .....

Signature of Client :



Name/Trade Name of Sub-broker : .....

Title/Designation of Sub-broker : .....

Signature of Sub-broker :



Name/Trade Name of Stock Broker : **Venimadhav Securities Pvt. Ltd.**

Title/Designation of Stock Broker : .....

Signature of Stock Broker :



Name and address of 1st witness :

Four empty rectangular boxes stacked vertically for the name and address of the 1st witness.

Signature of 1st witness



Name and address of 2nd witness :

Four empty rectangular boxes stacked vertically for the name and address of the 2nd witness.

Signature of 2nd witness



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

## (Supplementary Agreement - BSE)

This Agreement (hereinafter referred to as "Agreement") is entered into on this ..... day of ..... 20....., by and between **VENIMADHAV SECURITIES PVT. LTD.** (hereinafter referred to as "the stock broker"), a body corporate, incorporated and registered under the provisions of Companies Act 1956 and having his/its office/registered office at **K-15, South Extension Part One, New Delhi-II0049**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the First Part;

AND

..... (name of the sub-broker) (hereinafter referred to as "the sub-broker"), a..... (type of entity) and having his/its office/registered office at ..... (address), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Second Part;

AND

..... (name of the client of the sub-broker) (hereinafter referred to as "the client"), an individual/a..... (type of entity) and having his /its residence/office/at..... (address) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Third Part;

### WHEREAS

1. The stock broker states that it is engaged, in the business of stock broking and is a Member of Bombay Stock Exchange Ltd. (BSE), (hereinafter referred to as "the stock exchange") with SEBI registration Number **INB/INF 011278034**.
  2. The sub-broker states that :
    - a) The sub broker is recognized by the Bombay Stock Exchange Ltd. 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 member 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.
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.

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

Signature of Client

Signature of Sub-broker

Signature of Stock Broker

- 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 bye-laws 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-à-vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings. In case of an award against a sub broker, if the sub broker fails to implement the award, the stock broker shall be liable to implement the same and would be entitled to recover the same from the sub broker.
15. The stock broker and the sub-broker hereby agree that all transactions in securities on behalf of the clients of the sub-broker shall be settled by delivery and/or payment, between the stock broker and the client in accordance with the provisions of rules, bye-laws and regulations of the relevant stock exchange on which the transactions took place and subject to the procedures for settlement of transactions laid down by the relevant stock exchange from time to time.
16. Information about default in payment/delivery and related aspects by a client, including that of a sub broker as a client shall be brought to the notice of the relevant stock Exchange(s) by the stock broker. In case where defaulting sub broker / client is a corporate entity / partnership / proprietary firm or any other artificial legal entity, then the name(s) of director(s) / promoter(s) / Partner(s) / proprietor as the case may be, shall also be communicated to the relevant stock exchange(s) by the stock broker.
17. The stock broker, the sub-broker or the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties at their respective addresses mentioned below. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
18. In the event of sub broker terminating this agreement and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate the agreement by giving a notice in writing of not less than one month.
19. This agreement shall forthwith terminate;
  - (i) if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled;
  - (ii) upon the demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or /withdrawal of recognition of the sub-broker by the stock exchange. Provided however, in such an event, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimate to the stock broker or the stock broker intimates to the client his/its intention to terminate the agreement by giving one month notice in writing.
20. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
21. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction 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, member shall be entitled to cancel the respective contract(s) with client(s)
25. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
26. The client agrees to immediately notify the stock broker/sub broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker/sub broker at the time of opening of the account or at any time thereafter.
27. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
28. In addition to the specific rights set out in this Agreement, the stock broker, the sub-broker and the client shall be entitled to exercise any other rights which the stock broker, sub broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
29. The stock broker and the sub-broker hereby undertake to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that they shall not

disclose the same to any person/authority except as required under any law/regulatory requirements: Provided however that the stock broker or sub-broker may so disclose information about his client to any person or authority with the express permission of the client.

30. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
31. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, 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 the member, the sub-broker and the client.

Name of Client : .....

Title/Designation of Client : .....

Signature of Client :



Name/Trade Name of Sub-broker : .....

Title/Designation of Sub-broker : .....

Signature of Sub-broker :



Name/Trade Name of Stock Broker : **Venimadhav Securities Pvt. Ltd.**

Title/Designation of Stock Broker : .....

Signature of Stock Broker :



Name and address of 1st witness :


Signature of 1st witness



Name and address of 2nd witness :


Signature of 2nd witness



## MEMBER CLIENT AGREEMENT - MCX-SX (Currency Derivatives Segment)

This agreement is made and executed at.....this  
.....day of.....20..... between: M/s.  
**VENIMADHAV SECURITIES PVT. LTD.**, a body corporate,  
registered under the provisions of the Companies Act, 1956, being a member  
of the MCX Stock Exchange Ltd. (hereinafter called "the Exchange"), and  
having its registered office at **K-15, South Extension Part One,  
New Delhi-110049** (hereinafter called "the trading member") 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, its heirs, executors, administrators and legal representatives/the  
partners for the time being of the said firm, the survivor or survivors of them  
and their respective heirs, executors, administrators and legal  
representatives/its successors, as the case may be, of the One Part;



**AND**



Mr./Ms/M/s.....  
.....  
....., an individual/a sole proprietary concern/a partnership firm/a body corporate,  
registered/incorporated, under the provisions of the Indian Partnership Act, 1932/the  
Companies Act, 1956, having his/her/its residence/ registered office  
at.....  
.....(hereinafter called "the client") which expression shall,  
unless repugnant to the context or meaning thereof, be deemed to mean and include  
his/her heirs, executors, administrators and legal representatives/the partners for the  
time being of the said firm, the survivor or survivors of them and their respective heirs,  
executors, administrators and legal representatives/its successors, as the case may be,  
of the Other Part;

Whereas the trading member is registered as the trading member of the Exchange with  
SEBI registration number **INE 261278038** in the Currency Derivatives Segment.

- A. Whereas the client is desirous of investing/ trading in those securities / contracts  
/ other instruments admitted to dealings on the Exchange as defined in the Rules,  
Byelaws and Regulations of the Exchange and circulars issued there under from  
time to time.
- B. Whereas the client has satisfied itself of the capacity of the trading member to  
deal in securities and / or deal in equity / currency derivatives contracts and  
wishes to execute its orders through the trading member and the client shall from  
time to time continue to satisfy itself of such capability of the trading member  
before executing orders through the trading member.
- C. Whereas the trading member 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
- D. Whereas the trading member has taken steps and shall take steps to make the  
client aware of the precise nature of the trading member's liability for business to  
be conducted, including any limitations, the liability and the capacity in which  
the trading member acts.
- E. Whereas the trading member and the client agree to be bound by all the Rules,  
Byelaws and Regulations of the Exchange and circulars issued there under and  
Rules and Regulations of SEBI and relevant notifications of Government  
authorities as may be in force from time to time.

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

1. The client agrees to immediately notify the trading member in writing if there is  
any change in the information in the 'client registration form' provided by the  
client to the trading member at the time of opening of the account or at any time  
thereafter.
2. The trading member 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 decisions and trades.
  - c. The failure of the client to understand the risks 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.
  - d. He is liable to pay applicable initial margins, withholding margins, special  
margins or such other margins as are considered necessary by the trading  
member or the Exchange or as may be directed by SEBI from time to time as  
applicable to the segment(s). The trading member 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 trading member 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 trading member renders to the Client.
4. The trading member 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.
5. The client agrees to abide by the exposure limits, if any, set by the trading member  
or by the Exchange or Clearing House or Clearing Corporation or SEBI from time to  
time.
6. Without prejudice to the trading member's other rights (including the right to  
refer a matter to arbitration), the trading member 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.
7. The trading member 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 trading member for himself / itself  
or for any other client or for any purpose other than the purposes mentioned in  
SEBI Rules and Regulations circulars / guidelines / Exchange's Rules / Regulations  
/ Byelaws and circulars.
8. The client agrees to immediately furnish information to the trading member 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.
9. The trading member 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 exchange.



10. In the event of death or insolvency of the client or his / its otherwise becoming incapable of receiving and paying for any contracts which the client has ordered to be bought or sold, or of delivering or transferring securities, the trading member 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.
11. The client and the trading member 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.
12. The trading member 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.
13. 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 Exchange(s).
14. The trading member 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.
15. The trading member and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
16. The trading member 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.
17. 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.
18. 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.
19. This agreement shall forthwith terminate; if the trading member for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the trading member's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
20. The trading member 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.
21. In addition to the specific rights set out in this Agreement, the trading member and the client shall be entitled to exercise any other rights which the trading member 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.
22. 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.
23. 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.
24. The trading member 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 trading member may so disclose information about its his client to any person or authority with the express permission of the client.  
This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement.  
Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

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

**Signed and Delivered by**

**For Venimadhav Securities Pvt. Ltd.**

**Client**

Name .....

Signature  .....

**Witness**

Name .....

Address .....

Signature .....

Place .....

Name .....

Signature .....

**Witness**

Name .....

Address .....

Signature .....

Date 

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# COMBINED RISK DISCLOSURE DOCUMENT (NSE / BSE / MCS-SX)

## (TO BE GIVEN BY THE BROKER TO THE CLIENT)

This document is issued by the Venimadhav Securities Pvt. Ltd., member of the National Stock Exchange of India (hereinafter referred to as "NSE") / The Stock Exchange, Mumbai (hereinafter referred to as "BSE") / MCX Stock Exchange Ltd. (MCX-SX) which has been formulated by the Exchanges in coordination with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") and contains important information on trading in Equities and F&O, Currency Segments of NSE/BSE/MCX-SX. All prospective constituents should read this document before trading on Capital Market/Cash Segment or F&O segment or Currency Derivatives Segment of the Exchanges. NSE/BSE/MCX-SX/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/SEBI endorsed or passed any merits of participating in the trading segments. This brief statement does not disclose all the risks and other significant aspects of trading. In the light of the risks involved, you should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that investment in Equity shares, derivative or other instruments traded on the Stock Exchange (s), which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/limited investment and/or trading experience and low risk tolerance. You should therefore carefully consider whether such trading is suitable for you in the light of your financial condition. In case you trade on NSE/BSE/MCX-SX and suffer adverse consequences or loss, you shall be solely responsible for the same and NSE/BSE/MCX-SX, its Clearing Corporation/Clearing House and/or SEBI shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take a plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned member. The constituent shall be solely responsible for the consequences and no contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a security or derivative being traded on NSE/BSE/MCX-SX.

It must be clearly understood by you that your dealings on NSE/BSE/MCX-SX through a member shall be subject to your fulfilling certain formalities set out by the member, which may inter alia include your filling the know your client form, client registration form, execution of an agreement, etc., and are subject to the Rules, Byelaws and Regulations of NSE/BSE/MCX-SX 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 or its Clearing Corporation/Clearing House and in force from time to time.

NSE/BSE/MCX-SX 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 and/or any third party based on any information contained in this document. Any information contained in this document must not be construed as business advice/investment advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

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

### I. BASIC RISKS INVOLVED IN TRADING ON THE STOCK EXCHANGE (EQUITY AND OTHER INSTRUMENTS)

#### I.1 Risk of Higher Volatility :

Volatility refers to the dynamic changes in price that securities undergo when trading activity continues on the Stock Exchange. Generally, higher the volatility of a security/contract currency derivatives greater is its price swings, There may be normally greater volatility in thinly traded securities/contracts currency derivatives than in active securities/contracts currency derivatives. 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.

#### I.2. Risk of Lower Liquidity :

Liquidity refers to the ability of market participants to buy and/or sell securities / contracts currency derivatives expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities / contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities / contracts currency derivatives purchased or sold. There may be a risk of lower liquidity in some securities / contracts currency derivatives as compared to active securities / contracts currency derivatives. 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.

I.2.1 Buying/selling without intention of giving and/or taking delivery of a security, as part of a day trading strategy, may also result into losses, because in such a situation, stocks may have to be sold/purchased at a low/high prices, compared to the expected price levels, so as not to have any obligation to deliver/receive a security.

#### I.3 Risk of Wider Spreads :

Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a security and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid securities / contracts currency derivatives. This in turn will hamper better price formation.

#### I.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" order, 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.

I.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.

I.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.

I.4.3 A stop loss order is generally placed "away" from the current price of a stock / contract currency derivatives, and such order gets activated if and when the stock / contract currency derivatives 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 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. 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.

#### 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 due to any action on account of unusual trading activity or stock hitting circuit filters or for any other reason.

#### 1.8 System/Network Congestion:

Trading on NSE/BSE/MCX-SX 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 order, these represent a risk because of your obligations to settle all executed transactions.

## 2. As far as Futures and Options segment is concerned, please note and get yourself acquainted with the following additional features:-

### 2.1 Effect of "Leverage" or "Gearing"

The amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'. Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in derivatives trading and also trade with caution while taking into account one's circumstances, financial resources, etc. If the prices move against you, you may lose a part of or whole margin equivalent to the principal investment amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

- A. Futures trading involves daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index. If the index has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading next day.
- B. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the broker/member may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions, For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- E. You must ask your broker to provide the full details of the derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

### 2.2. Risk of Option holders

1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.
2. The exchange may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

### 2.3 Risks of Option Writers

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.
3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to

suggest that combination strategies should not be considered, it is advisable, is the case with all investment 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 purpose 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-I 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 the securities through the mechanism provided by NSE/BSE/MCX-SX.

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 and who holds a registration certificate as a stock broker from SEBI. I hereby acknowledge that I have received and understood this risk disclosure statement and appendix-I containing my rights and obligations.

3.6 The Trading Member is doing proprietary (Pro) trading apart from clients trading in all Annexure-I, containing my rights and obligations.

I hereby acknowledge that I have received and undersigned this risk disclosure statement and Annexure-I containing my rights and obligations.

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Customer Signature

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

Date

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## ANNEXURE - I

### INVESTOR'S RIGHTS AND OBLIGATIONS

- 1.1 You should familiarise yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the stock market or the broking firm's insolvency or bankruptcy.
    - 1.1.1 Please ensure that you have a documentary proof of your having made deposit of such money or property with the member, stating towards which account such money or property deposited.
    - 1.1.2 Further, it may be noted that the extent to which you may recover such money or property may be governed by the Bye-laws and Regulations of NSE/BSE/MCX-SX and the scheme of the Investor's 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 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 and/or SEBI:
    - 1.3.1 Please deal only with and through SEBI registered members of the Stock Exchange and are enabled to trade on the Exchange. All SEBI registered members are given a registration No., which may be verified from SEBI. The details of all members of NSE/BSE/MCX-SX and whether they are enabled to trade may be verified from NSE/BSE/MCX-SX website ([www.nseindia.com](http://www.nseindia.com) / [www.bseindia.com](http://www.bseindia.com) / [www.mcx-sx.com](http://www.mcx-sx.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 "Known Your Client" form, which may also include include details of PAN or Passport or Driving License or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by SEBI/NSE/BSE/MCX-SX 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 or its Clearing Corporation / Clearing House from to time to time, because this may be useful as a proof of your dealing arrangements with the member.
    - 1.3.5. Give any order for buy or sell of a security in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the member.
    - 1.3.6. Ensure that a contract note is issued to you by the member which contains minute records of every transaction. Verify that the contract note contains details of order no., trade number, trade time, trade price, trade quantity, name of security, client code allotted to you and showing the brokerage separately. Contract notes are required to be given/sent by 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 , without delaying.
  - 1.3.7. Facility of Trade Verification is available on NSE/BSE/MCX-SX website ([www.nseindia.com](http://www.nseindia.com) / [www.bseindia.com](http://www.bseindia.com) / [www.mcx-sx.com](http://www.mcx-sx.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.
  - 1.3.10. Every member is required to send a complete 'Statement of Accounts', for both funds and securities settlement to each of its constituents, at such periodicity as may be prescribed by time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof, to the member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell of NSE/BSE/MCX-SX, 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 from time to time.
  - 1.4 In case where a member surrenders his membership, NSE/BSE/MCX-SX 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, ensure that you lodge a claim with NSE/BSE/MCX-SX/NSCCL/Clearing House within the stipulated period and with the supporting documents.
  - 1.5 In case where a member is expelled member from trading membership or declared a defaulter, NSE/BSE/MCX-SX 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, ensure that you lodge a claim with NSE/BSE/MCX-SX 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 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 for the purpose of acquiring and / or selling of securities through the mechanism provided by NSE/BSE/MCX-SX
  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 and who holds a registration certificate as a stock broker from SEBI.
  3. NSE/BSE/MCX-SX may be substituted with names of the relevant exchanges, wherever applicable.

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

The VMS (hereinafter referred as 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 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. The client agrees that the postal

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 (i.e., 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/Sebi.

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

The clients will be liable to pay late pay in/delayed payment charges for non making payment of their payin/margin obligation on time as per the exchange requirement/schedule at the rate upto 2% per month.

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**

Without prejudice to the stock brokers other right (Including the right to refer the matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the clients position without giving notice to the client for non payment of margins or other amounts including the pay in obligation, outstanding debts etc and adjust the proceeds of such liquidation/close out, if any, against the clients liabilities/obligations.

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 cases of securities lying in margin account/client beneficiary account and having corporate actions like Bonus, Stock split, Right issue etc, for margin or other purpose the benefit of shares due to received under Bonus, Stock split, Right issue etc will be given when the shares is actually received in the stock broker designated demat account.

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/closetiquidate 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 (i.e. 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 I 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 short delivering client is debited by an amount 'equivalent to 20% above of closing rate of day prior to Pay-in/Payout Day. 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 along with reversal entry of provisionally amount debited earlier.

- b) If securities cannot be purchased from market due to any force majeure condition, the short delivering seller is debited at the closing rate on T + 3 day or Auction day on Exchange + 10%. 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. 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 has margin based RMS system. Client may take exposure upto the amount of margin available with broker.

Client may not be allowed to take position in case of non-availability/shortage of margin as per RMS policy of the broker. The existing position of the client is also liable to square off/close out without giving notice due to shortage of margin/ non making of payment for their payin obligation/outstanding debts.

**8. 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. Same can be activated on the written request of the client only. During the period client account is suspended, the market transaction in the client account will be prohibited. However client shares/ledger balance settlement can take place.
- (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.

**9. 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. Trading in Exchange is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders. The client understands that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt or any break down in the broker's back office/ front end system, or any such other problems/glitch whereby not being able to establish access to the trading system/network, which may be beyond the broker's control and may result in delay in processing or not processing buy or sell Orders either in part or in full. The client shall be fully liable and responsible for any such problem/fault.

**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 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. 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/voicemail 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.



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**PART - II**

**NON MANDATORY DOCUMENTS**

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## INTERNET TRADING LETTER

To,

### **Venimadhav Securities Pvt. Ltd.**

Regd. Office : K-15, South Extension Part-One, New Delhi-I 10049

#### **Sub.: Internet Trading**

Sir,

We wish to trade through internet on National Stock Exchange of India Ltd./Bombay Stock Exchange Ltd./MCX Stock Exchange Ltd. and confirm that we are fully aware of and understands the risks associated with availing of a service of routing orders through internet including the risk of misuse and unauthorised use of our Username and/or Password by a third party and the risk of a person hacking into our account on your ITORS system and unauthorisedly routing orders on behalf of us through the System. We agree that we shall be fully liable and responsible for any and all unauthorized use and misuse of our Password and/or Username and also for any and all acts done by any person through your ITORS system on our Username in any manner whatsoever.

We hereby confirm you to send our Username and Password on the below mentioned e-mail address.

Login ID

E-mail Address

\_\_\_\_\_

\_\_\_\_\_

Thanks and best regards

For \_\_\_\_\_

Signature  \_\_\_\_\_

Name \_\_\_\_\_

Trading Code \_\_\_\_\_

Mobile No. \_\_\_\_\_

## MEMBER - CLIENT AGREEMENT FOR INTERNET TRADING - NSE

This Agreement is made at NEW DELHI this.....  
 .....day of.....20....., between  
**VENIMADHAV SECURITIES PVT. LTD.** Member of National Stock  
 Exchange of India Ltd. with SEBI Registration No. **INB 231278038 / INF  
 231278038** hereinafter called MEMBER and having its registered office at  
**K-15, South Extension Part One, New Delhi-II0049,**  
 and.....  
 .....a  
 individual/company/trust/firm or any other body duly formed and registered  
 under the relevant Act, hereinafter called the CLIENT, having its  
 residence/registered office at.....  
 .....



**WITNESSTH :**

Whereas the MEMBER is registered as TRADING MEMBER/SELF CLEARING of National  
 Stock Exchange of India Ltd. with SEBI Registration No. INB/INF 231278038.

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 & 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.
7. The Stock Exchange may cancel a trade suo-moto without giving any reason  
 thereof. In the event of such cancellation, MEMBER shall be entitled to cancel  
 relative contract(s) with CLIENT.
8. The MEMBER shall also send the Order/Trade confirmation slip through E-mail to  
 the CLIENT at his request, within \_\_\_\_\_ (time period as specified by  
 the Client) from the time of execution or order/trade on the NEAT system, as the  
 case may be. The CLIENT agrees that the information sent by MEMBER by E-mail is  
 deemed to be a valid delivery of such information by the MEMBER.
9. The CLIENT is aware that the MEMBER has provided on the web site a facility for  
 reconfirmation or orders, which are larger than that specified by the MEMBER's  
 risk management, by the MEMBER and is also aware that the MEMBER has the  
 discretion to reject the execution of such orders based on his risk perception.
10. The Member and the Client are aware of the provisions of Bye-Laws, Rules and  
 regulations of the Exchange relating to resolution of disputes/differences through  
 the mechanism of arbitration provided by the Exchange and agree to abide by the  
 said provisions.
11. All trades, transactions and contracts are subject to the Bye-Laws, Rules and  
 Regulations of the Exchange and shall be deemed to be and shall take effect as  
 wholly made, entered into and to be performed in the city of Mumbai and the  
 parties to such trade shall be deemed to have submitted to the jurisdiction of the  
 Courts in Mumbai for the purpose of giving effect to the provisions of the Rules and  
 Regulations of the Exchange.

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

**Signed and Delivered by**

**For Venimadhav Securities Pvt. Ltd.**

**Client**

Name .....

Signature .....

**Witness**

Name .....

Address .....

Signature .....

Place .....

Name .....

Signature .....

**Witness**

Name .....

Address .....

Signature .....

Date 

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# SUPPLEMENTAL MEMBER-CLIENT AGREEMENT (ITORS TRADING)

(For Internet Trading Client - BSE)

This supplemental agreement ("this Agreement") is executed at DELHI on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_

Between

M/s. **VENIMADHAV SECURITIES PVT. LTD.**, a body corporate, incorporated under the provisions of the Companies Act, 1956, having its registered office at **K-15, South Extension Part One, New Delhi-II0049**, hereinafter referred to as "the Member", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the ONE PART;

AND

\_\_\_\_\_, an individual/Proprietor/HUF/ Partnership/Corporate having his/her office at \_\_\_\_\_

\_\_\_\_\_, hereinafter referred to as "the Client", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives) of the OTHER PART;

## WHEREAS:

- (i) The Member is a member of **Bombay Stock Exchange Ltd.** ("the Exchange") and is also registered with the Securities & Exchange Board of India ("SEBI") as a Stock Broker with **SEBI Registration No. INB/INF 011278034**.
- (ii) The Client is a client/constituent of the Member, and the Member and the Client have entered into a Member-Client Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, in accordance with the model agreement prescribed by SEBI ("the Main Member-Client Agreement");
- (iii) The Member offers and/or proposes to offer the ITORS Service to its clients; and the Clients desires to avail of the Member's ITORS Service for purchasing, selling or otherwise dealing in securities;
- (iv) The Member 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 Member's ITORS Service to be availed of by the Client.

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

### I. Definition:

- I.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 Bombay Stock Exchange Ltd.
  - (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 Member-brokers over the internet.

- (iv) "ITORS Account Application" means the application submitted by the Client to the Member to permit the Client to avail of the Member's ITORS Service.
- (v) "ITORS Service" or "Service" means the service offered by the Member to its clients through ITORS whereunder the clients can route their orders for purchase, sale and other dealings in securities through the Member's ITORS System.
- (vi) "Member's ITORS System" or "Member's ITORS WebSite" means the website hosted by the Member on the internet through which the Member 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 username and access the Service.
- (viii) "SEBI" means the Securities & Exchange Board of India.
- (ix) "Username" 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 Member agrees to provide the Member's ITORS Service to the Client, and the Client, and the Client agrees to avail of the Member's ITORS Service on and subject to the terms and conditions of this Agreement, the Exchange Provisions and the terms of the Member's ITORS Web Site.

## 3. USER NAME AND PASSWORD:

- 3.1 The Client will be entitled to a username and password, which will enable him to access the Member's ITORS System for availing of the Service.
- 3.2 The Client is aware that the Member's ITORS System itself generates the initial password and that the Member 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 Member.
- 3.3 The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Member's ITORS System using the Client's Username and/or Password whether or not such person was authorised to do so.
- 3.4 The Client shall immediately inform the Member of any unauthorised use of the Client's Username 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 Username and/or Password by a third party and the risk of a person hacking into the Client's account on the Member'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 Username and also for any and all acts done by any person through the Member's ITORS System on the Client's Username 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 Member in writing with full details if:
- (i) he discovers or suspects unauthorised access through his Username, Password or Account,
  - (ii) he notices discrepancies that might be attributable to unauthorised access,
  - (iii) he forgets his password or
  - (iv) he discovers a security flaw in the Member'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 Member in writing to discontinue his old Password; and thereupon the Member shall cause the Member's ITORS System to discontinue the use of the Client's old Password and the Member'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 Member 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 Member's ITORS System via the Client's Username 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 Member may from time to time impose and vary limits on the orders which the Client can place through the Member'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 Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Member's risk perception and other factors considered relevant by the Member, and the Member may be unable to inform the Client of such variation reduction or imposition in advance. The Client agrees that the Member shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the Member's ITORS System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the Member 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 Member.
- 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 Member's ITORS System, the Member 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 Member 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 the 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 Member's ITORS System.
- 5. MARGIN:**
- The Client agrees and undertake to immediately deposit with the Member such cash, securities or other acceptable security, which the Member may require as margin. The Client agrees that the Member shall be entitled to require the Client to deposit with the Member a higher margin than that prescribed by the Exchange. The Member shall also be entitled to require the Client to keep permanently with the Member a margin of a value specified by the Member so long as the Client desires to avail of the Member'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 Member 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 Member 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 member brokerage, commission, fees, services tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transaction, and the services that he receives from the Member.
- 7.2 A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by the Member to the Client from time to time upon request by the Client.
- 8. CONFIRMATIONS**
- Online confirmation will be available to the Client upon execution cancellation of an order placed by him through the Member'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 of cancellations.
- 9. INVESTMENT ADVICE**
- 9.1 The Client acknowledges that the Member shall not be liable to provide him with any legal, tax, investment or accounting advice regarding the suitability or profitability of a security or investment.
- 9.2 The Client also acknowledges that the Member'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 Member or any of its employees.

- 9.3 The Client agrees that in the event of the Member or any employee or official of the Member 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 Member 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 Member, 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 the except as modified expressly or by implication by this Agreement the Exchange Provisions or the terms of the Member's ITORS Website, the provisions of the Main Member-Client Agreement shall apply mutatis mutandis to the extent applicable to dealings between the Member and the Client pursuant to or otherwise relating to the Member's ITORS Service.

## II. REPRESENTATIONS AND WARRANTIES OF CLIENT

The Client represents and warrants to the Member 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 Member has agreed to provide the Member'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 Member's ITORS Service may at any time be unavailable without further notice. The Member and the Exchange do not make any representation or warranty that the Member's ITORS Service will be available to the Client at all times without without any interruption. The Client agrees that he shall not have any claim against the Exchange or the Member on account of any suspension, interruption, non-availability or malfunctioning of the Member'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 Member's ITORS Website in force from time to time.
- 11.6 Any instructions given by an authorised representative of the Client to the Member (or to the Member's representative) shall be binding on the Client.

## 12. REPRESENTATIONS AND WARRANTIES OF THE MEMBER :

The Member represents and warrants to the Client that :

The Member's ITORS System has been approved by the Exchange. Where the ITORS system has not been approved by the Exchange, the Member has

applied/proposes to apply to the Exchange to approve the said ITORS System and the Member will commence the Member's ITORS Service only after the Exchange has approved the Member's ITORS System.

## 13. MARKET DATA

- 13.1 The Client understand that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Member 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 Member nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information said, 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 addresses 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 Member and the Client may be communicated orally.

## 15. EXTRAORDINARY EVENTS

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

## 16. AMENDMENT TO AGREEMENT

The Client understands and agrees that the Member may discontinue his ITORS Service in part or in its entirety and change the terms of the Service (including the terms on the Member'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 Member 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 Member 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 Member, provided that unless the Member 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 Member.

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 provisions 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 provisions 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 the construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause 21, the courts at Mumbai, India 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 Member and the Client pursuant hereto shall be subject to the Exchange Provisions, the Rules, Bye-laws, Regulation 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 WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**Signed for and on behalf of Stock Broker :**

Signature(s)	
Name	<b>Venimadhav Securities Pvt. Ltd.</b>
Address	
Place	
Date	
Witness Signature(s)	
Witness Name	
Witness Address	

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

Signature(s)	
Name	
Address	
Place	
Date	
Witness Signature(s)	
Witness Name	
Witness Address	

## MEMBER - CLIENT AGREEMENT FOR INTERNET TRADING - MCX-SX

This agreement is made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ between **VENIMADHAV SECURITIES PVT. LTD.** (hereinafter called 'Member') and having registered office at **K-15, South Extension Part One, New Delhi-II0049** And \_\_\_\_\_ an individual / firm / company / any other body duly formed and registered under the relevant Act, (hereinafter called 'Client' or 'Constituent') and having residence / registered office at \_\_\_\_\_.

Whereas the member is registered as a member of MCX Stock Exchange Ltd. (hereinafter called 'Exchange') with SEBI Registration No. INE 261278038.

Whereas the client is desirous of investing / trading in those securities admitted for dealing on the Exchange Whereas the client has satisfied and shall continue to satisfy himself of the capability of the member to deal in securities and wishes to execute his orders through the member.

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 the business to be conducted, including any limitations on that liability and the capacity in which the member acts

Whereas the member has the requisite approval of the Exchange to provide internet based trading facility and fulfills all requirements specified by SEBI and the Exchange in that regard. In consideration of the mutual understanding as set forth in this agreement, the parties hereto have agreed to the following terms and conditions

### I. Definitions

**"IBT"** means internet based trading, being a system approved by the Exchange for enabling clients to route their orders to their Member over the internet.

**"IBT Service"** means the service offered by the Member to its clients through IBT where under the clients can route their orders for purchase, sale and other dealings in securities / contracts on the Exchange through the Members Web Site.

**"Password"** means alpha, numeric or alphanumeric code used by the client to validate his username and access the IBT Service.

**"System"** means the system hosted by the Member on the internet through which the IBT Service is offered, the Member's system for accepting orders over the telephone and also includes any other system offered by the Member for accepting orders from a client and performing any part of the Service.

**"Member's Site"** means the Member's web site at or such other web site as may be hosted by the Member for access through the internet, through which the Member offers the Services.

2. The client will be entitled to a unique User Name, Password and Customer User identification Number or other identification or security code (herein after referred to as 'IBT account'), which will enable the client to access the Member's System or Service through the Member's website.

3. The client acknowledges that he is fully aware of and understands the risk associated with trading through IBT, including the risk of misuse and unauthorized use of the User Name, Password and Customer User identification Number. And being so fully aware he desires to avail of such facility out of his own free will and is agreeable to bear all associated risks and responsibility.
4. The client shall be responsible for keeping the User Name, Password and Customer User identification Number allotted to him confidential and secure. The client shall be wholly accountable for all the trades executed from the IBT account allotted to him.
5. The client shall immediately inform the Member in case he
  - discovers any flaw in the member's IBT security system
  - discovers or suspects unauthorized access through his IBT account
  - notices any discrepancies in use of IBT account allotted.
  - he does not, on the same day as the receipt or execution of an order by the member, receive a message from the member indicating that the order has been received or executed; he does not receive an accurate written confirmation of an execution; or receives confirmation of an order and/or execution which he did not place; or receives inaccurate information about his account balances or positions taken or transaction history along with all the particulars including the date, manner of use, the transactions effected, etc.
6. In any of the above events, the Member will allot new user name, password or User identification Number or other identification or security code to the constituent to secure the authenticity of the orders placed by the constituent through his IBT account on the Member's web site.
7. The constituent shall log off from his IBT account when he completes a session. The constituent will be solely liable for the consequences of failure to log off his IBT account.
8. The constituent agrees and undertakes to immediately deposit with the Member such cash, securities of other acceptable security, which the trading member may require as margin. The Member is entitled to require the constituent to keep permanently with him a margin of a specified value as long as the constituent desires to avail the facility of trading through IBT system.
9. The Constituent acknowledges that an instruction to modify or cancel an order placed on the trading system of the Exchange may not be carried out if;
  - (a) the order was executed before such instruction was received by the Member's IBT System or
  - (b) it was executed within a short time thereafter, which turns out to be insufficient for the Member's IBT System to place a corresponding instruction in the Exchange's trading system prior to its execution
10. The Member will send an online confirmation to the constituent on his IBT account upon the execution or cancellation of order placed by the constituent using the IBT service.
11. This agreement is supplemental to and does not supersede, the Member-Constituent Agreement. Save and except as modified expressly or by implication by this Agreement the Member-Constituent Agreement shall apply to transactions done through IBT system also.
12. The constituent acknowledges that all the information provided while applying for IBT facility are true and correct and are not misleading and the constituent is aware that the Member has agreed to provide the facility of trading through IBT system on the basis of such information.

13. The constituent is aware that trading over internet involves many uncertain factors and complex hardware, software systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and it is possible that the Member's service may become unavailable without notice. The Member and the Exchange do not make any representation nor warranty that the IBT Service will be available to the constituent at all times without any interruption. The constituent agrees that he shall not have any claim against the Exchange and the Member on account of any suspension, interruption, non-availability or malfunctioning of the member's System or Service or the Exchange's service or systems for any reason whatsoever.
  14. The Member and the constituent shall abide by the Exchange requirements and the terms of the IBT service provided by the Member, in force from time to time.
  15. The Member 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, natural calamities, accident, power failure, equipment or software malfunction, strikes or other conditions beyond the Member's control.
  16. The constituent agrees that the Member may at any time discontinue this Agreement, by giving not less than seven days notice. Provided that in exceptional circumstances the member may terminate this agreement without advance notice to the constituent. The constituent may at any time terminate this Agreement by not less than seven days notice to the Member,
17. In the event of any provisions of this Agreement being held to be or becoming invalid, unenforceable or illegal or any reason, this Agreement shall remain otherwise in full force apart from the said provisions 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.
  18. No forbearance, relaxation or inaction by any party at any time 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.
  19. The Member and the constituent are aware of the provisions of rules, bye-laws and regulations of the Exchange relating to resolution of disputes / differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions
  20. All trades, transactions and contracts are subject to the rules, bye-laws and regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the rules, bye-laws and regulations of the Exchange.

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

**Signed and Delivered by**

**For Venimadhav Securities Pvt. Ltd.**

**Client**

Name .....

Signature  .....

**Witness**

Name .....

Address .....

Signature .....

Place .....

Name .....

Signature .....

**Witness**

Name .....

Address .....

Signature .....

Date 

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

## STANDING INSTRUCTIONS

To,

Dated : \_\_\_\_\_

### Venimadhav Securities Pvt. Ltd.

Member : NSE, BSE & MCX-SX

Regd. Office : K-15, South Extension Part-One, New Delhi-110049



#### Sub. : Standing Instruction.

This is with reference to my/our trading account with you. I/we wish to place following standing instructions for operation of my/our accounts

- 1) I/we understand that you require written instructions for receiving/modifying or canceling orders. However, since it is not practical to give written instruction for every order, I/we hereby authorize you to kindly accept my/ our authorized representatives'. Verbal instructions/order over phone and execute the same.
- 2) Since you are issuing contract note bearing order numbers and trade numbers on a daily basis, please do not issue the order/trade confirmation slips as generated from the NEAT system, unless otherwise requested by me/us in writing.
- 3) I/We understand that you wish to transfer securities and funds payout to me within 24 hours of exchange payout, but since, I/We deal on regular basis with you, you are hereby authorized and requested to keep the funds and securities payout with you for margin compliance and future trading obligations. The funds and securities may be given to me only on my specific request.
- 4) I/We authorize you to offset dues owned by the client or any of my/our family / related members to any group or associate company of the Stock Broker, from the amounts standing to the credit of his/her account with the Stock Broker.
- 5) The Client authorizes the Stock Broker to set off a part of whole of the Margin i.e. by the way of appropriation of the relevant amount of cash or by sale or transfer of all or some of the securities which form part of the Margin, against any dues of the client or of a Stock Broker of the "Family" of the client (for the purposes of this agreement "Family" shall hereinafter mean all the individual, group companies, firms, entities and other persons), in the event of the failure of the client or a member of the Family of the client to meet any of their respective obligation under these terms.
- 6) The Client specifically authorizes the Stock Broker to set off the outstanding in the account maintained by the stock broker of any member's of the clients Family/Group Accounts having the following client codes against the money standing to the credit of the account maintained by any other member of his /her Family across any segment of National Stock Exchange of India Ltd.

Sl. No.	Name of the Person	Client Code	Signature of the Persons
1.			
2.			
3.			
4.			
5.			



- 7) The client is aware that the Stock Broker is required to issue / securities due to the client within specified period of the payout from the exchange in order to facilitate operations, the client authorizes the Stock Broker to maintain running account both for funds and securities of the client with the Stock Broker, instead of settlement to settlement clearance of dues to the client. Also the client authorizes the Stock Broker to keep the shares purchased by it as margin for his / her transaction or his / her family members transaction. Further, I/we understand and agree that any credit lying with you will not attract any interest.



- 8) I/We agree and authorize you to debit charges for depository services or inter settlement charges in cases where the securities paying are made directly from margin a/c. balance and any other incidental charges, penalties imposed by exchange etc. to my / our running account.
- 9) The client further agree that other charges by the name of turnover charges / Exchange turnover charges / stamp duty charges / stamp paper charges or by any other name will be borne by the client in addition the brokerage payable on transaction and the same shall be debited to the client account with the member. The client further confirms that is shall be his duty to note the said charges regularly and periodically and shall not raise any dispute or claim in respect to said charge(s) at any later stage. The client further certify and ensure that the said charges can be carried by the broker from time to time and broker is not requiring taking separate specific approval from the client.
- 10) I/We agree that you may refuse to execute any particular transactions without assigning any reason thereof.
- 11) I/We hereby request you to please provide me some support in the form of technical analysis (intraday, medium to short term), research reports, both securities wise and sector wise, fundamentals analysis of stocks for my trading and investment decisions.

Further, I/We hereby confirm and declare that your providing me any or all such requested assistance, through SMS, Emails and/or research reports could not be held liable for any loss that may occur, as I understand that trading and investment decisions are subject to market risks. I also understand that your company, directly or indirectly, may hold any market position in the securities covered under your research advises and I am not bound to follow your advises and assistance. Please also note I am responsible for all my trading and investment decisions and under circumstance any body else (including yourself) can be held liable for any depreciation in my investments

- 12) You are specially authorized to send me the Electronic Contract Notes (ECN) at my Email ID mentioned in KYC. You are also authorized to create my e-mail ID on your wev server for sending such ECN and statement of accounts, if I/We have not provided you in KYC.

I also understand and confirm that the ECN shall be deemed to have been delivered to me by you and you shall not be responsible for any bounced Email.

If in any case ECN will bounce back then VMS will give contract note in hard copy to client.

**I Further agree to :**

- Ensure availability of my email id at all times for your needs.
- Keep you updated for nay change in Email Id, Phone nos etc.

- 13) I/We agree to abide by client level position limit presented by stock exchange and other relevant, and if inadvertently exceeded, to actually reduce and bring it within acceptable limits. I/We further authorize you to debit us for any penalty imposed on you for our violation toward position limit.
- 14) I/We shall be extending all co-operation to Venimadhav Securities Pvt. Ltd. in their endeavor toward Anti-Money Laundering. Venimadhav Securities Pvt. Ltd. may initiate any enquiry against me/us and or my/our transaction any time without any legal implication whatsoever against them. I/We understand that information about me/us and my/our transaction may be reported by Venimadhav Securities Pvt. Ltd. to FIU/concerned authorities without any intimation to us and have no objection to the same.
- 15) Venimadhav Securities Pvt. Ltd. can pass on me/us any penalty imposed /loss suffered together with incidental expenses due to my/our violating any of the requirements/stipulations of NSE/BSE/MCX-SX/SEBI or any other regulatory authority.
- 16) We may revok the authorisation at any time.
  - **You are requested to follow the above-mentioned standing instructions until further written notice.**
  - **I/We confirm that there instructions and requests have been given voluntarily by me/us.**

Thanking you,  
Yours faithfully,

Signature :  .....

Name : .....

**RUNNING ACCOUNT AUTHORISATION**

**Venimadhav Securities Pvt. Ltd.**

Regd. Office : K-15, South Extension Part-One, New Delhi-110049

I/We have been / shall be dealing through you as my/our broker on the Capital Market and/ or Futures & Options Segments/Currency Derivative Segments. 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, 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.

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 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 registered 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. Please do not carry out above stated settlement of running account in the event I/we avail margin trading facility. 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     Not required any time



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/STATEMENTS**

**Venimadhav Securities Pvt. Ltd.**

Regd. Office : K-15, South Extension Part-One, New Delhi-I I 0049

I/We have been / shall be dealing through you as my /our broker on the Capital Market and/ or Futures & Options Segments / Currency Derivative Segments. 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, I / we have the option to receive the contract notes, account statements/statement of securities in physical form or electronic form. In pursuance of the same, I / we hereby opt for receipt of contract notes, account statements/statement of securities 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 and account statements. 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 and account statements 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 terms of the agreement entered into between us, in Digital form, Digital contract issued by your as per the terms and conditions specified shall be binding on me. I/We undertake to check the contract notes and bring the discrepancies of your notice within 24 hours of such issuance of contract notes, My/ our non-verification or not accessing the contract on regular basis shall not be a reason for disputing the contract note at any time. This instruction to issue digital contract note is applicable with immediate effect.

I/We also acknowledge the upload of contract notes/bills, statement of accounts/ledgers and other statements/ documents for trading on NSE on your website www.venimadhav.com. I /We hereby agree and confirm to verify the information/documents that are sent on email and/or upload on the said website regularly and the same shall be deemed to be received by me/us (vide SEBI circular ref.No. SEBI/SMD/SE/15/2003/29/04 dated April 29, 2003, regarding issuance of contract notes/bills, statements of ledger/accounts in digital/electronic form and also to disseminate the same on the website for easy access to the Investor)

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 physical letter 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.

If there is any change in the name & in my/our email ID in the residential/correspondence address, the same shall be intimated to your in writing within reasonable period of time.

Thanking you,  
Yours faithfully,

  
Signature

Client Name :.....

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

## LETTER OF AUTHORITY

To

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

**Venimadhav Securities Pvt. Ltd.**

Client Code : \_\_\_\_\_

Regd. Office : K-15, South Extension Part-One, New Delhi-110049

Date : \_\_\_\_\_

Dear Sir,

**Sub: Letter of Authority - CASH/F&O/Currency Derivative Segment of NSE/BSE/MCX-SX**

I/We are dealing in securities with you at NSE/BSE/MCX-SX in Cash, Derivative & Currency Segment and in order to facilitate ease of operations, I/We authorise you as under:

1. I/We authorise you to setoff outstanding in any of our accounts against credits available or arising in any other accounts maintained with you irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange or in any other exchanges and/or against the value of cash margin or collateral shares provided to you by us.
2. I/We hereby authorise you not to provide me Order Confirmation / Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I/We shall get the required details from contract notes issued by you.
3. I/We hereby authorise you to keep all the securities which we give you in margin including the payout of securities received by us for meeting margin / other obligation in stock exchange in whatever manner which may include pledging of shares in favour of bank and / or taking loan against the same of meeting margin/ pay - in obligation on our behalf or for giving the same as margin to the Stock Exchange or otherwise.
4. I/We request you to retain credit balance in any of my/our account and to use the idle funds towards our margin/future obligations at any or both the Exchanges unless I/We instruct you otherwise. I/We also authorize you to debit the necessary demat charged from time to time, for keeping the shares in your client demat beneficiary account on my/our behalf. I/We also authorise you to debit the financial charges @ 2% p.m. for the debit balances if any, in my/our account and not settled as per the exchange requirements.
5. I/We request you to retain Securities in your Demat account for my/ our margin/future obligations at all Exchanges, unless I/We instruct you to transfer the same to my/our account.
6. I/We request you to consider my/our telephonic instructions for order placing/order modification/order cancellation as a written instruction and give me/us all the confirmation on telephone unless instructed otherwise in writing. I/We am/are getting required details from contracts issued by you.
7. I/We will collect from your office Contract Notes, Bills, Securities, etc. as per our convenience.
8. I/We request that you may send/despatch me/us contract notes other documents through E-mail : on my/our designated e-mail address of \_\_\_\_\_  
\_\_\_\_\_ We will completely rely on the log reports of your despatching software as a conclusive proof of dispatch of e-mail to me/us and will not dispute the same.
9. I/We will inform you the change my/our my e-mail, if any, in future either by regd. post or through a digitally signed e-mail.
10. I/We authorize Mr./Ms. \_\_\_\_\_ to deal/transact on my/our behalf and to place order, give instructions, make and receive payments of securities and monies, collect contract notes, bills, order confirmations, trade confirmations, account statements and any other documents or communication, 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 to hereby agree and declare and confirm that all the acts, and things done by him/her or his/her substitutes shall be my/our acts, deed and things validity done by me/us to all intents and purposes.
11. Trading of all Exchanges is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders We understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, of any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond your control and may result in delay in processing or note processing buy or sell Orders either in part or in full I/ We agree that I/ We shall be fully liable and responsible for any such problems/fault .
12. I/We confirm that I/we will never sublet the trading terminal on any term of connectivity, from my/our place to any other place without your prior approval.
13. I/We am/are agreeable for inter-settlement transfer of securities towards settlements.
14. I/We am/are agreeable for & authorise you to with hold funds pay-out towards all the applicable margins and debits.
15. All fines/penalties and charges levied upon you due to my acts/deeds or transactions may be recovered by you from my account/
16. I/We have a Trading As well as depository relationship with **VENIMADHAV SECURITIES PVT. LTD.** Please debit the charges relevant with depository services from my/our trading account on monthly basis. I/We also agree to maintain the adequate balance in my trading account / pay adequate advance fee for the said reasons.

Yours faithfully,

 \_\_\_\_\_

**FORMAT OF LETTER TO BE OBTAINED FROM THE BANK FOR VERIFICATION**

To

Dated :

**Venimadhav Securities Pvt. Ltd.**

Regd. Office : K-15, South Extension Part-One, New Delhi-110049

Dear Sir,

This is to certify that the savings / current account no. \_\_\_\_\_ of Mr./Ms./M/s. \_\_\_\_\_ held jointly with Mr./Ms./M/s. \_\_\_\_\_ with our branches has been active since \_\_\_\_\_ years/months and the operations of the account has been satisfactory.

We further confirm that the photograph herein bears true likeness to the identity of the above mentioned person & that the address of the person is an given below :

bank stamp  
across  
photograph




Signature of Client

Name, Signatures of the Branch Manager

Signed in my presence and Attested

Stamp of the Bank and the Branch

Signature of Branch Manager

**FORMAT OF NRI CLIENT CODE APPLICATION TO BE SUBMITTED BY NRI TO THE CLEARING MEMBER**

**Venimadhav Securities Pvt. Ltd.**

Regd. Office : K-15, South Extension Part-One, New Delhi-I 10049

**SUB: APPLICATION FOR THE ALLOTMENT OF NRI CODE.**

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

Name (as appearing in Passport) : .....

Passport No. : .....

NRO Bank Account No. : .....

Telephone No. : ..... E-mail : .....

Current/ Foreign Address : .....

: .....Pin Code.....

Permanent Address in India : .....


: .....Pin Code.....

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

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

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

Yours sincerely,

Signature  .....

Name.....

**FORMAT OF NOC LETTER TO BE SUBMITTED BY BROKER'S/EXCHANGE'S EMPLOYEE**

**Venimadhav Securities Pvt. Ltd.**

Regd. Office : K-15, South Extension Part-One, New Delhi-I 10049

This is to state that.....S/o/D/o.....  
R/o.....  
.....is employee with this company and we have no objection if the said person opens an account for trading purpose with your company.

Yours faithfully

  
(.....)

**AUTHORISATION LETTER FOR AUTHORISED PERSON**

To,  
**Venimadhav Securities Pvt. Ltd.**  
Regd. Office : K-15, South Extension Part-One, New Delhi-I 10049

SUB.: AUTHORITY LETTER FOR AUTHORISED PERSON


Dear Sir,

I/we have been/ shall be dealing through you as my / our broker on the Capital Market and/ or Futures & Options and/ or Currency Derivatives Segments. 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. Please treat these instructions as written ratification of my / our verbal directions/ authorizations given and carried out by you earlier.

I/we authorise Mr. / Ms.....to deal I transact on my / our behalf and to place orders, give instructions, make and receive payments of securities and monies, collect contract notes, bills, order confirmations, trade confirmations, account statements and any other documents or communication, 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 or his/her substitutes shall be my / our acts, deeds and things validly 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 you indemnified against all losses, damages and actions which you may suffer or face as a consequence of adhering to and carrying out my / our directions given above.

Thanking you,  
Yours faithfully

Signature : 

Client Name :

Name and address details of my / our Authorised person are :

Name :

Address :

**AUTHORISATION LETTER ORDER INSTRUCTIONS**

To,  
**Venimadhav Securities Pvt. Ltd.**  
Regd. Office : K-15, South Extension Part-One, New Delhi-I 10049

Dated : \_\_\_\_\_

SUB: AUTHORITY LETTER FOR ORDER INSTRUCTIONS

Dear Sir,


I/ we have been / shall be dealing through you as my broker on the Capital Market and/ or Futures & Options and/ or Currency Derivatives Segments.

I/ we understand that you require written instructions for receiving / modifying / cancelling orders. However, since it is not practical to give written instructions for order, I hereby authorize you to kindly accept my / my authorised representatives' verbal instructions / orders in person or over 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 under the plea that same were not under mine/our instructions.

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 you indemnified against all losses, damages and actions which you may suffer or face as a consequence of adhering to and carrying out my / our directions given above.

Thanking You  
Yours faithfully

Name of Client.....

Signature of Client.....

**DECLARATION TO BE GIVEN BY PARTNERSHIP ON LETTER HEAD OF THE FIRM**


To,

**Venimadhav Securities Pvt. Ltd.**

Dated : \_\_\_\_\_


Regd. Office : K-15, South Extension Part-One, New Delhi-I 10049

Dear Sir,

We refer to the trading account opened / being opened with you in the name of.....  
.....and declare and authorise you as under. 

We recognise that a beneficiary account cannot be opened with a depository participant in the name of a Partnership firm as per Regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the securities transfer obligations pursuant to the trading operation, we authorise you to recognise the beneficiary account no..... with depository.....opened as a joint account in the name of the partners of the firm.

We agree that the obligation for shares purchased and / or sold by the firm will be handled and completed through transfer to/from the above mentioned account. We recognise and accept transfer made by you to the beneficiary account as complete discharge of obligations by you in respect of trades executed in the above trading account of the firm.

We hereby authorise....., partner in the firm to execute / sign and submit such documents, agreements deeds etc., as may be necessary to enter into the agreement and engage in business with Venimadhav Securities Pvt. Ltd. and to sell, purchase, transfer, endorse, negotiate and do other things that may be necessary to engage in business on behalf of the partnership and to sign the authority letter for adjustment of balances in Inter Exchange Dealings. 

NAME OF THE PARTNERS (IN BLOCK LETTERS)	SIGNATURES

**DECLARATION TO BE GIVEN BY THE PROPRIETOR OF SOLE PROPRIETORSHIP FIRM**

(To be obtained on Pre-Printed Letter Head of the firm)

To,

Dated : \_\_\_\_\_

**Venimadhav Securities Pvt. Ltd.**

Regd. Office : K-15, South Extension Part-One, New Delhi-110049

Dear Sir,

I refer to the trading account opened with you in the name of.....  
.....and declare and authorize you as under :

I recognize that a beneficiary account cannot be opened with a depository participant in the name of a sole proprietorship firm as per regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the share transfer obligations pursuant to the trading operations. I authorize you to recognize the beneficiary account no.....with the depository.....  
opened in the name of the undersigned who is the sole proprietor of the firm.

I agree that the obligation for shares purchased and/or sold by the firm will be handled and completed through transfer(s) to/from the above mentioned account. I recognize and accept transfer made by you to the aforesaid beneficiary account as completion of obligations by you in respect of trade executed in the above trading account of the firm.

Signature (Please sign with stamp of the firm).....

Further I, the undersigned, am the sole proprietor of the firm and am solely responsible for the liabilities thereof. I shall advice you in writing of any change that take place in the constitution of the firm and will be personally liable to you for all the obligation that the firm may incur in the course of dealings with you and undertake to personally discharge such liabilities.

Yours truly,

Signature (Please sign with stamp of the firm).....

## DECLARATION FOR MOBILE NO.



I,.....having PAN No.....do hereby declare that my mobile no. is..... . Further, I authorize Venimadhav that the same may be used for giving me any information/alert/sms/call.

I further declare the above mentioned statement is true and correct.



.....  
(Signature of Client)

Name :

Client Code :

Address :

Phone No.:

Date :

Verified by (to be done by Venimadhav)

Name of Employee.....

Signature.....

Date.....



## CLIENT DEFAULTER DECLARATION

Dated : \_\_\_\_\_

I, \_\_\_\_\_ having PAN no. \_\_\_\_\_

do hereby declare that I have not been involved in any terrorist activity and I have not been declared as defaulter or my name is not appearing in defaulter database as per SEBI/ Various Exchanges/ Regulatory bodies/CIBIL (Credit Information Bureau of India Ltd.) etc.

I further declare that the above mentioned declaration/statement is true and correct.



.....  
(Signature of Client)

Name:

Client Code:

Date:

Signature:

Client Name:

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



## (a) TRADING TECHNICAL AND DERIVATIVES RESEARCH (TTD)

Caution: Trading in the derivatives segment or in the capital market segment using technical charts or short term indicators (trading calls) is a high risk and requires skill, experience and knowledge of the capital markets. Certain transactions including those involving futures, options and other derivatives as well as non-investment grade securities - involve substantial risk and are not suitable for all investors. STOP LOSS ORDERS help limit loss but even placing contingent orders, such as "stop-loss" or "stop-limit" orders will not necessarily limit your losses to the intended amounts, and it is important that only a small portion of your corpus is allocated to such trading. Leverage can lead to large losses as well as gains. You may sustain a total loss of the initial margin funds and any additional funds that you deposit with us to establish or maintain a position, and you incur losses beyond your initial investment.

### TERMS AND CONDITIONS

Venimadhav Securities Pvt. Ltd. (VSPL) will, at its discretion, provide its trading call, technical and derivatives reports as also market news to its clients either in the form of a written market commentary or research report sent in e-mail, fax form, SMS or through postal or courier service. A brief extract of the TTD reports may also be sent, on enrolment, in SMS, e-mail or fax form.

### To avail of TTD reports, clients are required to understand and confirm/accept the following:

1. Clients have read and understood in full the terms and conditions contained in the member client agreement and risk disclosure documents provided therein. Clients are also to read and understand the important disclosures and disclaimers forming part of each report.
2. TTD reports are for the general information of clients of VSPL. They do not constitute a personal recommendation or take into account the particular investment objectives, financial situations, or needs of the individual clients.
3. No information published in TTD Reports constitute a solicitation or offer, or any kind of recommendation, to buy or sell any investment instruments, to effect any transactions, or to conclude any legal act of any kind whatsoever and the risk of loss on the basis of information published in TTD reports can be substantial. Clients should, therefore, carefully consider whether such trading is suitable for them in light of their circumstances and financial resources.
4. The information published and opinions expressed are provided by VSPL for personal use and for informational purposes only and are subject to change without notice. VSPL makes no representation (either express or implied) that the information and opinions expressed in TTD Reports will be accurate, complete or up to date. Clients should obtain advice from a qualified expert before making any trading decision. The stated price of any securities mentioned in TTD Reports will be as of the date indicated and is not a representation that any transaction can be effected at this price. Neither VSPL nor other persons shall be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits arising in any way from the information contained in TTD Reports.
5. VSPL will exercise due diligence in checking the correctness and authenticity of the information contained in TTD Reports, but VSPL or any of its affiliates or directors or officers or employees shall not be in any way responsible for any loss or damage that may arise to any person from any inadvertent error in the information contained in TTD Reports or any action taken on basis of TTD Reports. Price and value of the securities forming part of TTD Reports may go up or down. Past performance is not a guide for future performance.
6. VSPL may use brand names for all or any of TTD reports. Such names would represent the brand and not the nature or feature of TTD reports.
7. TTD reports will include commentary on derivatives trading, technical analysis and limited review of stocks and may not be based on comprehensive or fundamental of the stocks.
8. VSPL has two independent equity research groups: Institutional Equities Research Group and Private Client Group. The Private Group is responsible for the preparation of TTD Reports. A designated team from the Private Research Group also prepares reports based on fundamental evaluation of companies. The views and opinions expressed in TTD Reports may or may not match or may be contrary with the views, estimates, rating, target price, of reports of the Institutional Equities Research Group and Private Client Group dealing in fundamental research. Further, there may be a contrary view within the TTD Reports with regard to estimates, rating, target price as evaluation are based on different criteria.
9. The contents of the TTD Reports cannot be copied, reproduce, republished, uploaded, posted, transmitted or distributed for any non-personal use without obtaining prior permission from VSPL.
10. The proprietary trading and investment businesses of the Venimadhav may make investment decisions that are inconsistent with the views expressed in the TTD reports.
11. VSPL and its affiliates, officers, directors, and employees world wide may: (a) from time to time, have long or short positions in, and buy or sell the securities thereof, of company(ies) mentioned in the TTD Reports or (b) be engaged in any other transaction involving such securities and earn brokerage or other compensation or act as a advisor or lender/borrower to such company (ies) or have other potential conflict of interest with respect to any view and related information and opinions mentioned in TTD Reports.
12. VSPL reserves the option to provide all or any of the TTD reports and the right to suspend or vary the whole or any part of the same for any reason, at any time at its sole discretion.
13. Clients who enroll for SMS/e-mail/Fax delivery of brief extract of TTD reports are required to read the full reports.
14. VSPL does not guarantee completeness, error, delay, interruption or timeliness or delivery in whole or in part of any of the TTD reports or their extracts. The same is provided on an "as-is" and "as-available" basis.
15. Users should check with their service providers/operator for charges, if any.

### CLIENT ACCEPTANCE

I/We hereby acknowledge that, VSPL may at its discretion, at my/our request provide me/us with TTD Reports or its brief extract. I/We have made the request after understanding and accepting its terms, conditions and risks set forth above.

Signature 

Client Name :

Client Code :

Date :

Place :

## (b) FUNDAMENTAL RESEARCH TERMS AND CONDITIONS

Venimadhav Securities Pvt. Ltd. (VSPL) will, at its discretion, provide its company research reports/news, results and event updates / sector reports monthly commentary / regular compendium (together "Reports") to its clients either in the form of a written market commentary or research report sent in e-mail, fax form or SHS or through postal or courier service. A brief extract of the reports may also be sent, on enrolment, in SHS, e-mail or fax form.

To avail of reports, clients are required to understand and confirm/accept the following:

1. Clients have read and understood in full the terms and conditions contained in the member client agreement and risk disclosure documents provided therein. Clients are also to read and understand the important disclosures and disclaimers forming part of each report.
2. The reports are for the general information of clients of VSPL. They do not constitute a personal recommendation or take into account the particular investment objectives, financial situations, or needs of the individual clients.
3. No information published in Reports constitute a solicitation or offer, or any kind of recommendation, to buy or sell any investment instruments, to effect any transactions, or to conclude any legal act of any kind whatsoever and the risk of loss on the basis of information published in reports can be substantial. Clients should, therefore, carefully consider whether such trading is suitable for them in light of their circumstances and financial resources.
4. The information published and opinions expressed are provided by VSPL for personal use and for informational purposes only and are subject to change without notice. VSPL makes no representation (either express or implied) that the information and opinions expressed in Reports will be accurate, complete or up to date. Clients should obtain advice from a qualified expert before making any trading decision. The stated price of any securities mentioned in Reports will be as of the date indicated and is not a representation that any transaction can be effected at this price. Neither VSPL nor other persons shall be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits arising in any way from the information contained in Reports.
5. VSPL will exercise due diligence in checking the correctness and authenticity of the information contained in Reports, but VSPL or any of its affiliates or directors or officers or employees shall not be in any way responsible for any loss or damage that may arise to any person from any inadvertent error in the information contained in Reports or any action taken on basis of Reports. Price and value of the securities forming part of Reports may go up or down. Past performance is not a guide for future performance.
6. VSPL may use brand names for all or any of reports. Such names would represent the brand and not the nature or feature of reports.
7. VSPL has two independent equity research groups: Institutional Equities Research Group and Private Client Group. The Private Group is responsible for the preparation of Reports. A designated team from the Private Research Group also prepares reports based on fundamental evaluation of companies. The views and opinions expressed in TTD Reports may or may not match or may be contrary with the views, estimates, rating, target price, of reports of the Institutional Equities Research Group and Private Client Group dealing in fundamental research. Further, there may be a contrary view within the Reports with regard to estimates, rating, target price as evaluation are based on different criteria.

8. The contents of the Reports cannot be copied, reproduce, republished, uploaded, posted, transmitted or distributed for any non-personal use without obtaining prior permission from VSPL.
9. The proprietary trading and investment businesses of the Globe Group may make investment decisions that are inconsistent with the views expressed in the reports.
10. VSPL and its affiliates, officers, directors, and employees world wide may: (a) from time to time, have long or short positions in, and buy or sell the securities thereof, of company(ies) mentioned in the Reports or (b) be engaged in any other transaction involving such securities and earn brokerage or other compensation or act as a advisor or lender/borrower to such company (ies) or have other potential conflict of interest with respect to any view and related information and opinions mentioned in Reports.
11. VSPL reserves the option to provide all or any of the reports and the right to suspend or vary the whole or any part of the same for any reason, at any time at its sole discretion.
12. Clients who enroll for SMS/e-mail/Fax delivery of brief extract of reports are required to read the full reports.
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14. Users should check with their service providers/operator for charges, if any.

### CLIENT ACCEPTANCE

I/We hereby acknowledge that, VSPL may at its discretion, at my/our request provide me/us with TTD Reports or its brief extract. I/We have made the request after understanding and accepting its terms, conditions and risks set forth above.

Signature 

Client Name :

Client Code :

Date :

Place :

## CHECK LIST FOR CLIENT REGISTRATION FORM

FORM RECEIVING DATE :	BRANCH CODE :	CLIENT CODE
ACCOUNT OPENING DATE : TM	GROUP CODE :	TM :
DP		DP :

I.	CHECKING DETAILS	YES	REMARKS
a)	Name as it appears on the ID & Address Proof (in capital letter)		
b)	Signature of Client on all pages and wherever necessary (Witness wherever required) <input type="checkbox"/>		
c)	Signature Checked and Verified.		
d)	Photograph (duly signed) <input type="checkbox"/>		
e)	A copy of PAN Card (Self Attested) <input type="checkbox"/>		
f)	Address Proof (Self Attested) <input type="checkbox"/>		
g)	Bank Proof containing Client Name (Self Attested) <input type="checkbox"/>		
h)	Demat Account Proof (Self Attested) <input type="checkbox"/>		
i)	Stamp Paper : NSE <input type="checkbox"/> BSE <input type="checkbox"/> MCX-SX <input type="checkbox"/> POA <input type="checkbox"/>		
j)	Brokerage : Intra Day _____ Min _____ Delivery _____ Min _____ F & O Intra Day _____ EOD _____ Option _____		
k)	Exchange given : <input type="checkbox"/> NSE CM <input type="checkbox"/> NSE F&O <input type="checkbox"/> BSE CM <input type="checkbox"/> BSE F&O <input type="checkbox"/> MCX-SX Currency Derivatives		
2.	<b>Franchisee and Client to be informed if any of the above detail is missing or invalid</b> by _____ Date _____ Time _____		
3.	<b>Details Punched in Computer by TM _____ DP _____</b>		
4.	<b>Cross Checking done by TM _____ DP _____</b>		
5.	<b>UCC UPLOADED :</b> <input type="checkbox"/> NSE <input type="checkbox"/> BSE <input type="checkbox"/> MCX-SX <input type="checkbox"/> ENTERED IN FORM DATA		
6.	<b>BACK OFFICE WEB LOGIN</b> User Name ID _____ Password _____		
7.	<b>DP WEB LOGIN</b> User Name ID _____ Password _____		
8.	<b>Form sent to Surveillance by _____ Date : _____ Time : _____</b>		
9.	<b>Client ID Mapping done by _____</b> Branch ID _____ User ID: _____ Dealer ID : _____		
10.	<b>INTERNET TRADING</b> <input type="checkbox"/> Odin Diet <input type="checkbox"/> I-Net User ID _____ Password _____		
11.	<b>Form sent to DP by _____ Date : _____ Time : _____</b>		
12.	<b>Client Instruction Book issued by _____</b>		
13.	<b>Client Account Status Report issued by _____</b>		
14.	<b>Form Returned to Compliance by _____ Date : _____ Time : _____</b>		
15.	<b>Kit Dispatched on _____ (Date)</b>		

# VENIMADHAV<sup>TM</sup>

YOUR WEALTH CREATION DESTINATION

## VENIMADHAV SECURITIES PVT. LTD.

MEMBER : NATIONAL STOCK EXCHANGE OF INDIA LTD.  
SEBI REGN. NO. : INB/INF 231278038 TM No.: 12780

MEMBER : BOMBAY STOCK EXCHANGE LIMITED  
SEBI REGN. NO. : INB/INF 011278034 CM No.: 3189

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REGISTERED OFFICE : K-15, South Extension Part-One, New Delhi-110049  
Ph. : 91-11-41752650, 51, 52 Fax : 91-11-41648185 E-mail : [contact@venimadhav.com](mailto:contact@venimadhav.com)  
Website : [www.venimadhav.com](http://www.venimadhav.com)