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Partnership firm

- 1. Certified true copy of the Partnership Deed.
- 2. Passport size photograph of all the partners affixed at the space provided with signature across.
- 3. Proof of the Demat Account (it should be joint account where all the partners are signatories).
- 4. A declaration on the letterhead of the firm as per the format herein. (As per Annexure-I)
- 5. Copy of lastest Income Tax Return filed of the partnership firm.
- 6. Copy of PAN card of Partnership firm
- 7. Copy of PAN cards of all the partners with their residence proof.
- 8. Authority letter from all the partners in favour of Managing Partners (As per Annexure II)
- 9. Bank account proof of the Partnership firm.
- 10. Address proof of the firm's office.

Corporate Bodies

- 1. Copy of PAN card of the Company.
- 2. Copy of PAN card of all Directors of Company
- 3. Copy of Passport/Voter ID or Driving Licence of Director/Authorised official.
- 4. Proof of Bank Account of the Company.
- 5. Proof of the Demat Account duly certified by the DP.
- 6. Two passport size photographs of the Director / Authorised officials affixed with signatures.
- 7. Shareholding pattern of the company and Networth Certificate duly certified by a Chartered Accountant, on C.A.'s letterhead.
- 8. A declaration on the company's letterhead as per format attached. (As per Annexure-III)
- 9. Certified true copy of Certificate of Incorporation and Memorandum and Articles of Association.
- 10. Certified true copy of Annual Report for the last two years.
- 11. Certified true copy of a resolution passed by the Board of Directors, naming the authorized officials to trade in the Cash and derivative segments and naming the authorized officials to sign the MEMBER CLIENT AGREEMENT (As per Annexure-IV)
- 12. Signatures of Directors duly attested by a banker along with Board Resolution of the Company.
- 13. Form 32 if there has been any change in Directorship of the Company.
- 14. A of Board Resolution for opening demat account on the letter head of the company (As per Annexure V)
- 15. Address proof of the company's registered office.

Note : Similar or equivalent documents are required from other non-individual clients.



ADINATH STOCKBROKING PVT. LTD.

1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, JALNA-431203 Phone : 02482-243333/243444/243555 Fax : 02482-234666 Email : dpinfo@adinathonline.com / acinfo@adinathonline.com URL : www.adinathonline.com

Client Code

Adinath St	Individual / Karta of HUF /						
Registration of membe	Registration of member with Securities and Exchange Board of India (SEBI) for						
	First Applicant / Sole Holder of DP and Trading Account*						
Cash (CM) Segment	Cash (CM) Segment INB 231280539 INB 011280535						
Derivative Segment	3.5 cm x 3.5 cm Size Colour photograph only						
Central	(please sign across						
Depository Service	the photograph in black ink)						

CLIENT REGISTRATION FORM FOR PARTNERSHIPS, CORPORATES & OTHER NON-INDIVIDUALS (This information is the sole property of the Adinath Stockbroking Pvt. Ltd. and would not be disclosed to anyone unless required by law or except with the express permission of the client)

To,

ADINATH STOCKBROKING PVT. LTD.

1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203. CLEARING MEMBER ADINATH STOCKBROKING PVT. LTD. 1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203.

Dear Sir,

We request you to register us as your CLIENT and enable us to trade/deal in the relevant segments indicated and signed against below, alongwith the Agreements executed by us with Adinath Stockbroking Pvt. Ltd. (in short ASBPL).

We have read and understood the Rules, Bye-laws and Regulations of the respective Exchanges/ Regulators pertaining to the relevant segments and undertake to keep ourselves informed about the changes which may be made to such Rules, Bye-laws and Regulations in future and hereby agree to abide by them. In this regard, we hereby voluntarily provide the following information/documents.

|--|

TRADING PREFERENCE (Please Select)

A) National Stock Exchange (NSE) in the segments signed against :

CASHMARKETS	DERIVATIVES
1	✓
B) Bombay Stock Exchange (BSE	E) in the segments signed against :
CASHMARKETS	DERIVATIVES
✓	✓

Note : If you opt for trading in derivatives, you should provide proof of income as per instruction no.9

C) Other Services		
CONSTITUTION DETAILS Corporate Body Partnership NBFC MF	SocietyBank	□ FI □ OCB
Other (please specify)		
CLIENT DETAILS		
Name of Organization		
Contact Person / Authorised Representative		
Name		
Registered Office Details		
Address		
		Pin Code
Phone No. (s) :	Fax No	
E-mail Address	Mobile No	
PAN		
Unique Identification No. (MAPIN)		
CORRESPONDENCE ADDRESS (PI. tick appropriate box))	
Registered Office	-	as given below
Correspondence Address details		C C
Address		
		Pin Code
Phone No.(s) :	Fax No	
E-mail Address	Mobile No	
DETAILS OF REGISTRATION		
	amont of busines	
		s <u>a a a mining yyyy</u>
Registration Number		
Date of Registration d d m m y y y y Registration Autho		
Place of Registration		
DEMAT ACCOUNT DETAILS		
Depository Participant's Name		
(through which transactions will be routed)		
CDSL NSDL DP ID CLIENT I	D []]]]]	
(Please provide photocopy of CLIENT MASTER OR DP STATEM	ENT of the above	e Demat Account)

BANK ACCOUNT DETAILS OF A) Bank Name	THE ENTITY (through w	hich transactions will	be routed)
Branch Address			
Account Number			
MICR No	(9 digit code)	RTGS/NEFT/IFSC	
Account Type Savings	Current	Others	
			(pl. specify)
B) Bank Name			
Branch Address			
Account Number			
MICR No	(9 digit code) RTG	S/NEFT/IFSC	
Account Type Savings	Current	Others	(pl. specify)

Please provide any one of the following

- a) Photocopy of the cancelled cheque having the name of the entity/company to whom the cheque book is issued
- b) Photocopy of the Bank Statement / Pass Book having name and address of the entity/company which is not more than 4 months old
- c) Letter from the Bank showing details of Account.
- **Note:** In case of option b), and c), MICR Code of the branch should be present / mentioned on the document and it should be certified by the Bank official.

NETWORTH:

Rs.

as on

(Networth certificate duly attested by a CA on his Letter head is to be enclosed)

SHAREHOLDING PATTERN

(A certified copy of Shareholding Pattern must be attached)

Category	Names of the Shareholders	% Held
Indian Institutional Investors		
FIIs		
State Govt. / Central Govt.		
Parent Holding Company		
Retail Shareholders (Specify only the No.)		
Director's / Promoter's Stake		

INVESTMENT / TRADING EXPERIENCE

No prior experience	Years in Stocks	Years in Derivatives	Years in other investment related fields
---------------------	-----------------	----------------------	--

PRIMARY PURPOSE OF DEALING IN EQUITIES

Intraday Trading

DERIVATIVES

Trading

Hedging

CUSTODIAN DETAILS : (if applicable)

	(
Name of Custodian					
Custodian Code					
Contact Person					
Phone No.			Fax N	Vo. 🛛 👘	
E-mail Address			Mobile N	No.	
PAN		SEBI Registration	No.		

PERSONAL DETAILS (of person authorised to Trade)

(Managing Partner / Director/Authorised Person)

Personal Details

Name					
Date of Birth	dd m m y y	уу у	Sex :	Male	E Female
Educational Qualification	Graduate	🗌 Post Gra	duate	Professional	Other (PI. Specify)
Occupation	Business	Service		Other (pl. specify)	
Marital Status	Married	Single		□ Widowed	Divorced
Residential Status	Resident Indian	NRI		Others	
PAN					

OFFICE DETAILS

Name of your Employer							
Designation							
Address							
						Pin Code	
Phone No. (s) :					Fax No.		
E-mail Address					Mobile No.		

RESIDENCE DETAILS

Residential Address																						
																Pi	n C	Coc	le			
Phone No. (s) :												L	Fax	xΝ	lo.							
E-mail Address												Mo	bil	eΝ	lo.							

PROOF OF IDENTITY OF AUTHORISED PERSON

(Please provide	e photocopy of any one)	
	oter ID □ [*] Passport	□ [*] Driving Licence No.
(COMPULSORY)	*Th	e Proofs should be valid for atleast Next 2 Months.
Date of Issue	d d m m y y y	Date of Expiry d d m m y y y y

PROOF OF ADDRESS OF AUTHORISED PERSON

(P	lease provide photocopy o	of any one)			#	
	[*] Passport □ [*] Driving Lic	cence 🗆 Ration Card	□ Voter ID	Bank Stateme		on Letter
□,	* Rent Agreement □ Tele	phone (Land line) Bill	#	[#] Bill □ Bank Pas	(Original) sbook	
	The Proofs should be Val					
#	The Proofs should not be	more than 2 Months old	d Date	e of Expiry did in	m m y y y y	

REGISTRATION WITH OTHER BROKER MEMBER (If registered with multiple brokers, provide details for all).	
Name of the Broker	
Name of Exchange	

Declaration : (Please ✓ as applicable)

I/We hereby confirm and affirm that in the last three years, no penal action, whether for debarment from Securities market or otherwise imposing any other penalty has been made against us/the company by SEBI or any other regulartory authority and that no actions by way of penalty proceedings have been taken or are pending against us/the company.

I/We give hereunder action taken by SEBI / Stock Exchanges / any other authority for violation of Securities Laws / other economic offences during last three years.

RELATIONSHIP OF CONSTITUENT WITH TRADING MEMBERS OR ANY OF THE DIRECTORS OF THE TRADING MEMBER

Name of the Member/Director												
Relationship of the client with the Director												
(father/spouse/employe/etc)												

REFERENCES

Introduced by Director/another constituent or employee of ADINATH GROUP / any other person (please specify). (Proof of identity of introducer must be submitted)

Category of Introducer (Tick relevant box)	Director Remisier	Employe	ee sed persoi		ent b-brok	er [0	thers		
Name of the Introducer										
Address of Introducer										
Landmark				City						
Pin –	State			untry 🔲						
Tel.	Mobile				Fax					
E-mail										
Sub-broker code / Authorise	d Person / Client c	ode / Remi	sier code							
Pan Card No.										
Identity Proof			Number							
(Nature	of proof attached)									

Declaration by Introducer

I hereby declare that my details provided above are true and correct to the best of my knowledge and belief. I undertake to inform you of any change therein immediately.

Signature of the Introducer \bigotimes

Names and details of all Promotors/Directors/Partners of the entity

Sr. No.	Name & address of other Promoters/Directors/Partners/Trustees	Pan, Designation & Contact No.	Photograph duly signed across
1	Name :	PAN	
	Address :	Designation	
		Contact.no.	
		Mob.no.	
		Fax no.	
	e-mail -	1	
2	Name :	PAN	
	Address :	Designation	
		Contact.no.	
		Mob.no.	
		Fax no.	
	e-mail -		
3	Name :	PAN	
	Address :	Designation	
		Contact.no.	
		Mob.no.	
		Fax no.	
	e-mail -		
4	Name :	PAN	
	Address :	Designation	
		Contact.no.	
		Mob.no.	
		Fax no.	
	e-mail -		
5	Name :	PAN	
	Address :	Designation	
		Contact.no.	
		Mob.no.	
		Fax no.	
	e-mail -		
6	Name :	PAN	
	Address :	Designation	
		Contact.no.	
		Mob.no.	
		Fax no.	
	e-mail -		

Note : If the space provided above is insufficient, please use additional sheet as per the same format

DECLARATION

I/We hereby declare that all the information, documents and particulars given by me/us in this application are true and correct to the best of my/our knowledge and belief. I/we agree to immediately inform you if there is any change in any of the information given in this application form or in the Annexure(s) to this application form. I/we also hereby declare and agree that if any of the above statements are found to be incorrect or false or misleading or any information or particulars have been suppressed or omitted there from, I/we am to be debarred from doing business in the relevant segments. I/we also agree to furnish such further information as you or the Exchange may require from me/us from time to time and I/we agree that if I/we fail to give such information, you shall have the right to cancel my/our client registration and you or the Exchange shall have the right to debar me/us from doing business in the Cash/Derivatives Segments of the Stock Exchanges. I/we declare that the above mentioned Demat beneficiary account has been opened by me/us with the Depository and I/we authorise you to transfer the shares purchased/sold by me/us to the above Demat beneficiary account.

I/we understand that ASBPL does not accept or make any payment in cash and I/we undertake to make all payments to ASBPL by a/c payee cheques in the name of ASBPL only.

Name of									
the Applicant/Client									
Signature 🗸	Place		C	Date	DD	MI	/ Y	YYY	Y
of Authorised Person with seal									
CLIENT INTERVIEW DETAILS (for office us	e only)								
Name of the employee									
Designation of the employee who interviewed t	the client								
Signature of the Employee									

In-Person Verification - Compulsory (For Branch Use Only)

I hereby confirm that I ha submitted for opening of	Trading Account /D	/ / / / / / / / / / / / / / / / / / / /			
Branch / Service Cen			<u> </u>		
Original Documents v	erified in person	by			
Designation			Name		
Sign 🚫	J	J		1	
(Branch Off	icial) Client	1st Applicant	2nd Applican	t	3rd Applicant

Note : No incomplete KYC Kit is accepted. The Client Code will be allotted and client is allowed to trade only after duly completed KYC Form supported by all required documents are received by Adinath. Client is advised to check with the Branch / their Relationship Manager about acceptance of their application, Trading in the relevant segment shall be commenced only after the Client Code is activated.

AGREEMENT BETWEEN TRADING MEMBER AND CLIENT

This Agreement is made and executed on this day of ,20 between :

M/s. Adinath Stockbroking Pvt. Ltd. a company incorporated and registered under the provisions of the Companies Act, 1956, being a member of the National Stock Exchange of India Ltd. (hereinafter called " NSE "), and having its registered office at 1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna -431 203. (hereinafter called "the Trading Member") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading member while trading in the Capital Market / Cash Segment and 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 stock broker of the National Stock Exchange of India Ltd. with SEBI registration number INB231280539 in the Capital Market Segment and SEBI registration number INF231280539 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, Bye-laws and Regulations of the Exchange and circulars issued thereunder from time to time.
- Whereas the client has satisfied itself of the capacity of the Trading Member to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through the Trading Member and the client shall from time to time continue to satisfy of such capability of the Trading Member before executing orders through the Trading Member.
- Whereas the Trading Member has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objective relevant to the services to be provided; and
- 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.
- WHEREAS the Trading Member and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder and Rules & Regulations by 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 hereto 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:
 - The client has read and understood the risks involved in trading on a stock exchange. a.
 - b. The Client shall be wholly responsible for all his investment decisions and trades.
 - The failure of the client to understand the risk involved shall not render a contract as void or voidable C.

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. The client 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) in which the client trades. 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. 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.
- 4. The client agrees to abide by the exposure limits, if any, set by the Trading Member or by the Exchange or Clearing Corporation or SEBI from time to time.
- 5 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 amount, 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 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/Exchanges Rules/Regulations/Bye-laws and circulars.
- 7 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.
- 8 The Trading Member agrees to inform the client and keep him appraised 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, 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.
- 10 The Trading Member 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 Trading Member shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad deliveries 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 Trading Member 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 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 thereunder as may be in force from time to time.
- 14 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.
- 15 Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the Exchange. In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s) promoter(s) partner(s) proprietor as the case may be, shall also be communicated to the exchange.
- 16 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.
- 17 The Trading Member and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
- 18 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 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 instruction issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
- 20 Where the Exchange cancels trade(s) suo moto all such trades including the trade(s) done on behalf of the client shall ipso facto stand cancelled.
- 21 This agreement shall forthwith terminate; if the Trading Member for any reason ceases to be a Trading Member of the stock exchange including cessation of Trading Membership by reason of the Trading Member's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
- 22 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 representative or successors, as the case may be.
- 23 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 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, regulation, 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 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.

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- 27 Terms and conditions governing broking services can be altered, mended and/or modified by the parties mutually in writing. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations the parties mentioned in this agreement.
- 28 JURISDICTION:

Subject to clause 18 hereinabove Courts in Mumbai shall have exclusive jurisdiction for the purpose of giving effect to these provisions.

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

The CLIENT's Signature/Authorised Signatory	The Trading Member's Signature/Authorised Signatory
Signature 🗸	\otimes For ADINATH STOCKBROKING PVT. LTD.
Title :	
Name :	Authorised Signatory
Witness :	Witness :
1. Name	1. Name
Address	Address
Sign	Sign
2. Name	2. Name
Address	Address
Sign	Sign

AGREEMENT BETWEEN MEMBER AND CLIENT

This Agreement is made and executed on this day of , 20 between:

M/s. Adinath Stockbroking Pvt. Ltd a company incorporated and registered under the provisions of the Companies Act, 1956, being a member of the Bombay Stock Exchange Ltd. (hereinafter called "BSE "), and having its registered office at 1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203. (hereinafter called "the Member") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a member while trading in the Capital Market / Cash Segment and 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 / HUF / 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 / Karta of HUF / 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 Member is registered as the Member of The Bombay Stock Exchange Ltd. Mumbai (BSE) (herein after referred to as the Exchange or "BSE") with SEBI registration number INB 011280535 for Cash segment and **INF 011280535** for derivatives segment respectively.

- 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, Bye-laws and Regulations of the Exchange and circulars issued thereunder from time to time.
- Whereas the client has satisfied itself of such capability of the Member before executing orders through the Member.
- Whereas the Member has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objective relevant to the services to be provided; and
- 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, the liability and the capacity in which the Member acts.
- WHEREAS the Member and the client agree to be bound by all the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder and Rules & Regulations by 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 hereto have agreed to the following terms and conditions:
- The client agrees to immediately notify the Member in writing if there is any change in the information in the 1. 'client registration form' provided by the client to the Member at the time of opening of the account or at any time thereafter.
- 2. The 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:
 - The client has read and understand the risks involved in trading on a stock exchange. a.
 - The Client shall be wholly responsible for all his investment decisions and trades. b.
 - The failure of the client to understand the risk involved shall not render a contract as void or voidable c.

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. The client is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Member 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 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 as 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 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. The Member agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and byelaws of the relevant stock exchange/SEBI.
- 4 The client agrees to abide by the exposure limits, if any, set by the Member or by the Exchange or Clearing Corporation or SEBI from time to time.
- 5 Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), the Member shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amount, 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 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 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/Exchanges Rules/Regulations/Bye-laws and circulars.
- 7 The client agrees to immediately furnish information to the 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.
- 8 The Member agrees to inform the client and keep him appraised 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. 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.
- 10 The Member 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 Member shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad deliveries 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 Member 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 Member 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.

Part A - Mandatory

- 14 The 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.
- 15 Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the Exchange. In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s) promoter(s) proprietor as the case may be, shall also be communicated to the exchange.
- 16 The 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.
- 17 The Member and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
- 18 The Member 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 authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
- 20 Where the Exchange cancels trade(s) suo moto all such trades including the trade(s) done on behalf of the client shall ipso facto stand cancelled.
- 21 This agreement shall forthwith terminate; if the Member for any reason ceases to be a Member of the stock exchange including cessation of Membership by reason of the Member's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
- 22 The 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 representative or successors, as the case may be.
- 23 In addition to the specific rights set out in this Agreement, the Member and the client shall be entitled to exercise any other rights which the Member or the client may have under the Rules, byelaws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
- 24 Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.
- 25 The provisions of this agreement shall always be subject to Government notifications, any rules, regulation, 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 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 Member may so disclose information about its/his client to any person or authority with the express permission of the client.
- 27 Terms and conditions governing broking services can be altered, mended and/or modified by the parties mutually in writing. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations os SEBI or Byelaws, 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 the parties mentioned in this agreement.

28. JURISDICTION :

Subject to clause 18 hereinabove Courts in Mumbai shall have exclusive jurisdiction for the purpose of giving effect to these provisions.

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

The CLIENT's Signature/Authorised Signatory	The Trading Member's Signature/Authorised Signatory
Signature 🗸	\otimes For ADINATH STOCKBROKING PVT. LTD.
Title :	
Name :	Authorised Signatory
Witness :	Witness :
1. Name	1. Name
Address	Address
Sign	Sign
2. Name	2. Name
Address	Address
Sign	Sign

TRIPARTITE AGREEMENT BETWEEN TRADING MEMBER, SUB-BROKER AND CLIENT - NSE

This agreement between Member, Sub-broker and Client is an addendum to the Member - Client Agreement executed by the Member and Client for registering the Client through a Sub - Broker for NSE

The Agreement (hereinafter referred to as "Agreement") is entered into on this ______ day of ______ 201 _____, by and between Adinath Stockbroking Pvt. Ltd. (hereinafter referred to as "The Trading Member"), a company and having its registered office at 1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203 which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heir', executors, administrators and legal representatives/ the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

AND

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(name of the sub-broker) (hereinafter referred to as "the sub-broker"	'),	а
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(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/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

Client Details

(name of individual(s)		client	of	the	sub-broker)	(hereinafter	referred	to	as	"the	client"),	an
(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 heres, 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 Trading Member states that it is engaged, in the business of stock broking and is a Member of National Stock Exchange of India Ltd. (hereinafter referred to as "the stock exchange") with SEBI registration number(s) INB 231280539
- 2. The sub-broker states that :
 - 2.1 The sub-broker is recognized by the National Stock Exchange of India Ltd. as a sub-broker affiliated to the Trading Member of the stock exchange with sub-broker SEBI registration number(s)
 - 2.2 The sub-broker is not affiliated to any other member of the same stock exchange.

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2.3 The sub-broker has the necessary infrastructure like adequate office space, equipment and manpower to effectively discharge his/its activities.

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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 Trading Member 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

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of the Exchange and circulars issued there under from time to time. A copy of the Client Registration form is annexed hereto.

- 4. 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
- 5. 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/sub broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the Trading Members/sub-broker acts.

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

- 1. The Trading Member and sub-broker hereby acknowledge and confirm that the sub-broker is affiliated to the Trading Member 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 Trading Member.
- 2. The Trading Member, 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 Trading Members, 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 Trading Member 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:
 - 3.1 He has read and understood the risks involved in trading on a stock exchange.
 - 3.2 He shall be wholly responsible for all his investment decisions and trades.
 - 3.3 The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client choose to trade.
 - 3.4 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) in which the client trades. 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.
 - 3.5 Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
- 4. 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/ the sub-broker renders to the Client. The Trading Member agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and by-laws of the relevant stock exchange/ SEBI.
- 5. The Trading Member 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 Trading Member 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 Trading Member agrees that the monies/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

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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/Exchanges Rules/Regulations/Bye-laws and circulars.

- 8. The Trading Member 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 Trading Member agrees to inform the sub-broker/client and keep them appraised 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 Trading Member and client to reconcile their accounts at the end of each quarter with reference to all settlements where payouts have been declared during the quarter.
- 11. The Trading Member 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 Trading Member.
- 12. The Trading Member, 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 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.
- 14. The Trading Member and the sub-broker hereby agree that they will assist and co-operate with each other in ensuring faster settlement of any arbitration proceedings arising out of the transactions entered into between them vis-a-vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings. In case of an award against sub-broker, if the sub-broker fails to implement the award, the Trading Member shall be liable to implement the same and would be entitled to recover the same from the sub-broker.
- 15. The Trading Member and the sub-broker hereby agree that all transactions in securities on behalf of the clients of sub-broker shall be settled by delivery and/or payment, between the Trading Member 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 Trading Member. 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/s as the case may be shall also be communicated to the relevant stock exchange(s) by the Trading Member.
- 17. The Trading Member, 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 address 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 subbroker by the Trading Member, for any reasons whatsoever, the client shall be deemed to be the direct client of the Trading Member and all clauses in the agreement governing the client and Trading Member shall continue to be in force as it is, unless the client intimates to the Trading Member 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 :
 - 19.1 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;

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- 19.2 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 Trading Member and all clauses in the agreement governing the client and Trading Member shall continue to be in force as it is, unless, the client intimate to the Trading Member or the Trading Member 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, 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 therefrom.
- 22. 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/losing-out shall be charged to and borne by the client.
- 23. The Trading Member and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Bye-laws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of 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 Trading Member/sub-broker in writing if there is any change in the information in the 'client registration form' provided by the client to the Trading Member/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 Trading Member 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 Trading Member, the Sub-broker and the client shall be entitled to exercise any other rights which the Trading Member, 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 Trading Member 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 shall not disclose the same to any person/authority except as required under any law/regulatory requirements; Provided however that the Trading Member 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 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.
- 31. Words and expression which are used in this Agreement, but which are not defined therein 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.

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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 hereto mentioned in this agreement.

IN WITNESS WHERE OF, 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 Trading member, the sub-broker and the client.

	Member	Sub-broker	Client
Signature	For Adinath Stockbroking Pvt. Ltd.		✓
	Authorised Signatory		
Full Name	Adinath Stockbroking Pvt. Ltd.		
SEBI Regn. No.	INB231280539	INS	NA
Stock Exchange	NSE	NSE	NSE
Address	1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 451 203.		
Signature of Witness 1 Name & Address			
Signature of Witness 2 Name & Address			

TRIPARTITE AGREEMENT BETWEEN TRADING MEMBER, SUB-BROKER AND CLIENT - BSE

This agreement between Member, Sub-broker and Client is an Addendum to the Member - Client Agreement executed by the Member and Client for registering the Client through a Sub - Broker for BSE

The Agreement (hereinafter referred to as "Agreement") is entered into on this ______ day of ______ 201 _____, by and between Adinath Stockbroking Pvt. Ltd. (hereinafter referred to as "The Member"), a company having its registered office at 1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203 which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heir', executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

AND

Sub-Broker Details

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	(name	of	the	sub-b	oroker)	(hereinafter	referred	to	as	"the	sub-broker"),	а
	(type	of	e	ntity)	and	having	his/its	offi	ce/re	gistere	d 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/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

Client Details

(name of the individual(s)	the sub-	broker)	(here	inafter	referred	to	as	"the	,	, an (type
()	having	his	/	its	residen	се	/	/	office	/at

(address) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her hires, 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

 The Member states that it is engaged, in the business of stock broking and is a Member of Bombay Stock Exchange Ltd.(hereinafter referred to as "the stock exchange") with SEBI registration number(s) INB 011280535

2. The sub-broker states that :

- 2.1 The sub-broker is recognized by Bombay Stock Exchange Ltd. as a sub-broker affiliated to the Member of the stock exchange with sub-broker SEBI registration number(s) ______
- 2.2 The sub-broker is not affiliated to any other member of the same stock exchange.
- 2.3 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 Member and is desirous of investing/trading in those securities/contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under from time to time. A copy of the Client Registration form is annexed hereto.

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- 4. Whereas the 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
- 5. Whereas the Member has taken steps and shall take steps to make the client aware of the precise nature of the Member's/sub broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the Members/sub-broker acts.

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

- 1. The Member and sub-broker hereby acknowledge and confirm that the sub-broker is affiliated to the Member 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 Member.
- 2. The Member, 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 Members, 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 Member 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:
 - 3.1 He has read and understood the risks involved in trading on a stock exchange.
 - 3.2 He shall be wholly responsible for all his investment decisions and trades.
 - 3.3 The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client choose to trade.
 - 3.4 He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Member 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 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.
 - 3.5 Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
- 4. The Client agrees to pay to the 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 Member/ the sub-broker renders to the Client. The Member agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and by-laws of the relevant stock exchange/SEBI.
- 5. The Member 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 Member 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.

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- 7. The Member agrees that the monies/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 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/Exchanges Rules/Regulations/Bye-laws and circulars.
- 8. The Member 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 Member agrees to inform the sub-broker/client and keep them appraised 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 Member and client to reconcile their accounts at the end of each quarter with reference to all settlements where payouts have been declared during the quarter.
- 11. The Member 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 Member.
- 12. The Member, 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 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.
- 14. The Member and the sub-broker hereby agree that they will assist and co-operate with each other in ensuring faster settlement of any arbitration proceedings arising out of the transactions entered into between them vis-a-vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings. In case of an award against sub-broker, if the sub-broker fails to implement the award, the Member shall be liable to implement the same and would be entitled to recover the same from the sub-broker.
- 15. The Member and the sub-broker hereby agree that all transactions in securities on behalf of the clients of sub-broker shall be settled by delivery and/or payment, between the Member 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 Member. 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/s as the case may be shall also be communicated to the relevant stock exchange(s) by the Member.
- 17. The Member, 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 address 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 subbroker by the Member, for any reasons whatsoever, the client shall be deemed to be the direct client of the Member and all clauses in the agreement governing the client and Member shall continue to be in force as it is, unless the client intimates to the Member his/its intention to terminate the agreement by giving a notice in writing of not less than one month.

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Part A - Mandatory

- 19. This agreement shall forthwith terminate :
 - 19.1 if the Member for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the Member's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled;
 - 19.2 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 Member and all clauses in the agreement governing the client and Member shall continue to be in force as it is, unless, the client intimate to the Member or the Member 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, 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 therefrom.
- 22. Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), the 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/losing-out shall be charged to and borne by the client.
- 23. The Member and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Bye-laws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of 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 Member/sub-broker in writing if there is any change in the information in the 'client registration form' provided by the client to the Member/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 Member 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 Member, the Sub-broker and the client shall be entitled to exercise any other rights which the Member, 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 Member 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 shall not disclose the same to any person/authority except as required under any law/regulatory requirements; Provided however that the Member 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 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.

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31. Words and expression which are used in this Agreement, but which are not defined therein 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 hereto mentioned in this agreement.

IN WITNESS WHERE OF, 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.

	Member	Sub-broker	Client
Signature	For Adinath Stockbroking Pvt. Ltd. ⊗ Authorised Signatory		✓
Full Name	Adinath Stockbroking Pvt. Ltd.		
SEBI Regn. No.	INB011280535	INS	NA
Stock Exchange	BSE	BSE	BSE
Address	1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203.		
Signature of Witness 1 Name & Address			
Signature of Witness 2 Name & Address			

RISK DISCLOSURE DOCUMENT

(COMBINED FOR CAPITAL MARKET / CASH SEGMENT AND FUTURES & OPTIONS SEGMENT)

This document is issued by the member of the National Stock Exchange of India Ltd. (hereinafter referred to as "NSE")/Bombay Stock Exchange Ltd., (hereinafter referred to as "BSE") which has been formulated by the Exchange in coordination with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") and contains important information on trading in Equities and F & O Segments of NSE/BSE. All prospective constituents should read this document before trading on Capital Market/Cash Segment or F & O segment of the Exchange. NSE/BSE/SEBI does neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure document nor has NSE/BSE/SEBI endorsed or passed any merits of participating in the trading segments. This brief statement does not disclose all the risks and other significant aspects of trading. In the light of the risks involved, you should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk.

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

It must be clearly understood by you that your dealings on NSE/BSE through a member shall be subject to your fulfilling certain formalities set out by the member, which may interalia include your filling the know your client form, client registration form, execution of an agreement, etc. and are subject to the rules, Byelaws and Regulations of NSE/BSE and its clearing Corporation, guidelines prescribed by the SEBI and in force from time to time and Circulars as may be issued by NSE/BSE or its clearing Corporation / clearing House and in force from time to time.

NSE/BSE does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any trading member and/or sub-broker of NSE/BSE and/or any third party based on any information contained in this document. Any information contained in this document must not be construed an business advice/investment advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

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

- 1. BASIC RISKS INVOLVED IN TRADING ON THE STOCK EXCHANGE
 - (EQUITY AND OTHER INSTRUMENTS)
- 1.1. RISK OF HIGHER VOLATILITY : Volatility refers to the dynamic changes in price that securities undergo when trading activity continues on the Stock Exchange. Generally, higher the volatility of a security/contract, greater is its price swings. There may be normally greater volatility in thinly traded securities/contracts than in active securities/contracts. As a result of which your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in notional or real losses.
- 1.2 RISK OF LOWER LIQUIDITY : Liquidity refer to the ability of market participants to buy and/or sell securities/ contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities/contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities/

contracts purchased or sold. There may be a risk of lower liquidity in some securities/ contracts as compared to active securities/contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

- 1.2.1 Buying/selling without intention of giving and/or taking delivery of a security, as part of a day trading strategy, may also result into losses, because in such a situation, stocks may have to be sold/purchased at a low/high prices, compared to the expected price levels, so as not to have any obligation to deliver/ receive a security.
- **1.3 RISK OF WIDER SPREADS** : Spread refers to the difference in the best buy price and best sell price. It represents the differential between the price of buying a security and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid securities/ contracts. This in turn will hamper better price formation.
- **1.4 RISK-REDUCING ORDERS** : Most Exchanges have a facility for investors to place "limit orders" "stop loss orders" etc. the placing of such orders (e.g., "stop loss" 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.
 - 1.4.1 A "market' order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security.
 - 1.4.2 A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection there is a possibility that the order may not be executed at all.
 - 1.4.3 A stop loss order is generally placed" away from the current price of a stock/ contract, and such order gets activated if and when the stock/contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the stock reaches the predetermined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at stock/contract might penetrate the predetermined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.
- 1.5 RISK OF NEWS ANNOUNCEMENTS : Issuers make news announcements that may impact the price of the securities / contracts. These announcements may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security/contract.
- **1.6 RISK OF 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 also 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 security due to any action on account of unusual trading activity or stock hitting circuit filter or for any other reason.
- 1.8 SYSTEM/NETWORK CONGESTION : Trading on NSE/BSE is in electronic mode, based on satellite/

leased line based communications, combination of technologies and computer systems to place and route orders. Thus there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond the control of and may be temporary in nature, but when have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

2. OTHER FEATURES

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 principals 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 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 debit 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 interest. 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

- 2.2.1 An option holder turns the risk of losing the entire amount paid for option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which become 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.
- 2.2.2 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

- 2.3.1 If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
- 2.3.2 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 option markets or other markets. However, even where the writer has assumed a spread or other headging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'longer' ' short' position.

2.3.3 Transactions that involve buying and writing multiple options in combination, or buying or writing option in combination, with buying or selling short the underlying interest, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option spreads. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

3. GENERAL

3.1 Commissions 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 familiarize 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 prorated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the member, the same shall be subject to arbitration as per the bye-laws/regulations of the Exchange.

- 3.3 For rights and obligations of the client, 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 securities through the mechanism provided by NSE/BSE.
- 3.5 The term 'member' shall mean and include a trading member, a broker or a Trading Member, who has been admitted as such by NSE/BSE and who holds a registration certificate as a Trading Member from SEBI.

I/we hereby acknowledge that I/we have received and understood this risk disclosure statement and annexed declaration containing my/our rights and obligations.

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Client's Signature with seal

INVESTOR'S RIGHTS AND OBLIGATIONS: (Annexure to the Risk Disclosure Document)

- 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 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 By-laws and Regulations of NSE/BSE 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 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, commission, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
- 1.3 You should exercise due diligence and comply with the following requirements of the NSE/BSE and / or SEBI:
 - 1.3.1 Please deal only with and through SEBI registered member of the Stock Exchange and who are enabled to trade on the Exchange. All SEBI Registered member are given a registration no. which may be verified from SEBI. The details of all members of NSE/BSE and whether they are enable to trade may be verified from NSE/BSE website (www.nseindia.com / www.bseindia.com).
 - 1.3.2 Demand any such details and document from the member for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.
 - 1.3.3 Furnish all such details in full as are required by the member as required in "know your client" form, which may also include details of PAN or Passport or Driving License or Voters ID, or Ration Card, bank account and depository account, or any such details made mandatory by SEBI/NSE/BSE at any time as is available with the investor.
 - 1.3.4 Execute a broker-client agreement in the form prescribed by SEBI and/or the relevant Authority of NSE or its clearing Corporation/Clearing House from time to time, because this may be useful as a proof of your dealing arrangements with the member.
 - 1.3.5 Give any order for buy or sell of a security in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the member.
 - 1.3.6 Ensure that a contract note is issued to you by the member which contains minute records of every transaction. Verify that the contract note contains details of order no., trade number, trade time, trade price, trade quantity, name of security, client code allotted to you and showing the brokerage separately. Contract notes are required to be given/sent by the member to the investors latest on the next working day of the trade. Contract note can be issued by the member either in electronic form using digital signature as required, or in hard copy. In case you do not receive a contract note on the next working day or at a mutually agreed time, please get in touch with the Investors Grievance Cell of NSE/BSE, without delaying.
 - 1.3.7 Facility of Trade verification is available on NSE/BSE website (www.nseindia.com/www.bseindia.com), where details of trade as mentioned in the contract note may be verified from the trade date up to five trading days. Where trade detail (s) in the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors grievances cell of NSE/BSE.
 - 1.3.8 Ensure that payment/delivery of securities against settlement is given to the concerned member within one working day prior to the data of pay-in announced by NSE/BSE or it's Clearing Corporation / clearing House. Payment should be made only by account payee cheque in favour of the firm/

company of the trading member and a receipt or acknowledgment towards that such payment is made be obtained from the member. Delivery of securities is made to the pool account of the member rather than to the beneficiary account of the member.

- 1.3.9 In case pay-out of money and/or securities is not received on the next working day after date of payout announced by NSE/BSE or its Clearing Corporation/Clearing House, please follow-up with the concerned member for its release. In case payout is not released as above from the member within five working days, ensure that you lodge a complaint immediately with the investor's Grievance Cell of NSE/BSE.
- 1.3.10.Every member is required to send a complete 'Statement of Accounts", for both funds and securities settlement to each of its constituents, at such periodicity as may be prescribed by time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof, to the member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investor's Grievance Cell of NSE/BSE, without delaying.
- 1.3.11 In case of a complaint against a member / registered sub-broker, you should address the complaint to the office as may be specified by NSE/BSE from time to time.
- 1.4 In case where a member surrenders his membership, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of claim, relating to "transactions executed on the trading system" on NSE/BSE, ensure that you lodge a claim with NSE/BSE/NSCCL/Clearing House within the stipulated period and with the supporting documents.
- 1.5 In case where a member is expelled from trading membership or declared a defaulter, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE, ensure that you lodge a claim with NSE/BSE within the stipulated period and with the supporting documents.
- 1.6 Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/Bye-laws and the scheme under the Investors' Protection Fund (IPF) may be payable first out of the amount invested 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 in Rs. 10 lakhs per investor claim, per defaulter/expelled member may be payable subject to such claims being found payable under the scheme of the IPF.

Notes :

1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a trading member of NSE/BSE for the purpose of acquiring and/or selling of securities through the mechanism provided by NSE/BSE.





1. Refusal of orders for penny / illiquid stock

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

The stock broker may require reconfirmation of orders, which are larger than that specified by the stock broker's risk management, and is also aware that the stock broker has the discretion to reject the execution of such orders based on its risk perception.

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

The stock broker may from time to time impose and vary limits on the orders that the client can place through the stock broker's trading system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc.). The client is aware and agrees that the stock broker may need to vary or reduce the limits or impose new limits urgently on the basis of the stock broker's risk perception and other factors considered relevant by the stock broker including but not limited to limits on account of exchange/ SEBI directions/limits (such as broker level/ market level limits in security specific / volume specific exposures etc.), and the stock broker may be unable to inform the client of such variation, reduction or imposition in advance. The client agrees that the stock broker shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the stock broker's trading system on account of any such variation, reduction or imposition of limits. The client further agrees that the stock broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the client's ability to place orders or trade in securities through the stock broker, or it may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute / allow execution of orders due to but not limited to the reason of lack of margin / securities or the order being outside the limits set by stock broker / exchange/ SEBI and any other reasons which the stock broker may deem appropriate in the circumstances. The client agrees that the losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone.

Ordinarily, 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 client's 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 lying in one exchange & / or another segment of the exchange / towards the margin / security lying in one exchange & / or another segment of the exchange / towards the margin / security lying in one exchange & / or another segment of the exchange / towards the margin / security lying in one exchange & / or another 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 prescribed by the Regulators which at present is as under:

- a) For Cash Market Segment: The maximum brokerage chargeable in relation to trades effected in the securities admitted to dealings on the Capital Market segment of the Exchange shall be 2.5 % of the contract price exclusive of statutory levies. Where the sale / purchase value of a share is Rs.10/- or less, a maximum brokerage of 25 paise per share may be collected.
- b) For Option contracts: Brokerage for option contracts shall be charged on the premium amount at which the option contract was bought or sold and not on the strike price of the option contract. It is hereby further clarified that brokerage on options contracts shall not exceed 2.5% of the premium amount or Rs 100/- (per lot) whichever is higher.

The stock broker shall be entitled to increase the brokerage applicable to the client within the overall limit stipulated by the Regulator after giving the client fifteen days notice.

4. Imposition of penalty / delayed payment charges

The client shall be liable to penalty and other charges on non-payment of margin money, short selling of securities or units, failure of payment of auction, cheque bounce, non-delivery of shares, increase in open position or any orders/trades/deals/actions of the clients which are contrary to this agreement/rules/ regulations/bye-laws of the exchange or any other law for the time being in force as per rules, regulations, guidelines and circulars issued by SEBI and stock exchange from time to time. Similarly, in case of non receipt of full payment of value of delivery purchased, margin imposed (intial plus exposure margin plus marked to market loss plus any other margin as imposed) interest will be charged at 18% per annum (subject to increase with prior notice of 15 days) calculated on daily basis on shortfall amount and the amount of interest shall be debited to the account of the client on fortnightly basis.

The client further 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.

All fines/penalties and charges levied due to acts/deeds or transactions of the client will be recovered by the stock broker by debiting directly to the trading account of the client.

It is expressly stated that the stock broker shall not pay any interest whatsoever on the credit balances and/ or funds of the client available with the stock broker unless otherwise explicitly and specifically agreed to.

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

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

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

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

The stock broker has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions/securities / shares at the pre-defined square off time or when Mark to Market (M to M) percentage reaches or crosses a stipulated margin percentage, 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 and bear consequent losses, auctions or internal close outs, and, the sale of securities at the sole discretion of stock broker; 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).

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

- i. To withhold any payout of funds / securities.
- ii. To withhold / disable the trading / dealing facility to the client.
- iii. To liquidate one or more security(s) of the client by selling the same in such manner and at such rate which the stock broker may deem fit in its absolute discretion. It is agreed and understood by the client that securities here includes securities which are pending delivery / receipt.
- iv. To liquidate / square off partially or fully the position of sale and / 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(es) 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 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 entity liable to deliver the securities 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 internal shortage delivery is purchased in Internal Shortage Covering A/c on T+2 day which is the delivery day on exchange (subject to availability of quantity short delivered) or in certain unavoidable circumstances on the T+3 day. The purchase consideration + service charge (0.5% of purchase amount) is debited to short delivering client A/c).
- b) If the security cannot be purchased from market due to any force majeure condition within T+4 days then short delivery seller is debited at T+4 day's closing rate + 10%(of closing rate) and purchaser is credited by the same amount.

c) In case corporate action like split bonus etc. exists in the particular scrip then original short quantity is purchased in Internal Shortage Covering A/c as procedure followed in short delivery case as mentioned above in point "a" and corporate action quantity is purchased in sellers account, however in case of non-availability of the security in the market, the procedure as laid down in point "b" above is followed.

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

These are the following :

- Receipt of a binding order issued by any regulator/authority
- Where taking further position may result in violation of permissible limits
- Where taking further position, in the opinion of stock broker, may be against public policy or any
- prescribed Law, Rule or Regulation
- Where there is failure on part of the client to meet his obligation
- In the event of stock broker coming to know of Client's insolvency, death or becoming of unsound mind
- Where the stock broker in its absolute discretion considers it to be not prudent to increase its exposure towards the client.

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

- i. The stock broker can withhold the payouts of client and suspend his trading account due to his surveillance action or judicial or / and regulatory order/action requiring client suspension.
- ii. The client may request the stock broker to temporarily suspend or close permanently 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.

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;
- 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.
- 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.

10. Treatment of inactive Accounts

- a) Stock Broker has a right to declare any account as "In-active Account" if it is found that the account was not operated for a continuous period of more than 2 years (excludes system generated transactions like credit/ debit of interest & charges).
- b) The Stock Broker ,on request of client in writing along with fresh KYC information, may convert the "Inactive Account" into an operative account.
- c) The above procedure shall also apply to return of any Client assets remaining unclaimed, with the Stock Broker, as mentioned in "b" above.

11. Proprietary Trading

The Stock Broker (Adinath Stockbroking Pvt. Ltd.), hereby informs and declares to the Client that, in addition to the Client level trading, the Stock Broker, undertakes Proprietary Trading.

12. Mode of Payment - to and from the clients

- a) Stock Broker doesn't deal with its Client vis-a-vis their trading by way of cash, accordingly all payments are made or received by them only through banking channels. Further the Client must make payment to the Stock Broker from his designated (as mentioned in the KYC) bank account only.
- b) Stock Broker does not deal with its client vis-a-vis their trading by way of third party cheques. Accordingly, if any payment is made otherwise ,then it is not credited to the client account and is held in suspense account.

Client's 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/clause of this document under any circumstances whatsoever. These Policies and Procedures may be amended / changed unilaterally by the broker, provided the change is informed to me / us with through anyone or more means or methods such as post / speed post / courier / registered post /registered AD / facsimile / telegram / cable / e-mail / voice mails /telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer; by informing the client through employees / agents of the stock broker; by publishing / displaying it on the website of the stock broker /making it available as a download from the website of the stock broker; by displaying it on the notice board of the branch / office through which the client trades or if the circumstances, so require, by radio broadcast / television broadcast / newspapers advertisements etc; or any other suitable or applicable mode or manner. I/we agree that the postal department / the courier company /newspaper company and the e-mail/voice mail service provider and such other service providers shall be my/our agent and the delivery shall be complete when communication is given to the postal department / the courier company / the e-mail/voice mail service provider, etc. by the stock broker and I/we agree never to challenge the same on any grounds including delayed receipt /non receipt or any other reasons whatsoever. These Policies and Procedures shall always be read along with the agreement and shall be compulsorily referred to while deciding any dispute / difference or claim between me/ us and stock broker before any court of law / judicial / adjudicating authority including arbitrator/mediator etc.



Client's Signature with seal

BROKERAGE AND STATUTORY CHARGES FOR TRADING ACCOUNT

Settlement % Segment Sq off % Sq. off Min (ps) Settlement Delivery % Delivery Sell Sell Buy Buy Buy Sell Min (ps) Min (ps) **NSE Cash NSE Futures** Rs.100/-Rs.100/-Rs. 100/-**NSE** Options 2.50% 2.50% 2.50% 2.50% **BSE Cash** BSE F & O

Further, I agree to the following terms of doing business

The above given Brokerage will be exclusive of the following charges

	NSE Cash	NSE Futures	NSE Options (On Premium amount)	BSE Cash	BSE Futures	BSE Options (On Premium amount)
 Transaction Charges Including Service Tax (Rs. Per Crore) 	358	210	5515	358	170	2210
2. S Charge sq. up (Rs. Per Crore)	200	200	200	200	200	200
3. S Charge Delivery (Rs. Per Crore)	1000	NIL	NIL	1000	NIL	NIL

4. DP transaction charges arising out of sale transactions effected by constituents against client's Beneficiary account @ Rs.8/- per scrip will be debited to Trading A/c.

Note : In addition to above, Securities Transaction Tax, Service Tax, SEBI fee & any other charges as leived by the NSE, BSE, SEBI, Central Govt., State Govt. and local authorities will be payable.

Client's Signature with seal 🗸	
Name of the Client	
Date DDMMYYYYY	Place

This supplemental agreement is made and executed on this _____ day of ____ 201

M/s. Adinath Stockbroking Pvt. Ltd. a company incorporated and registered under the provisions of the Companies Act, 1956, being a Member of the National Stock Exchange of India Limited (hereinafter called "NSE"), and having its registered office at 1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203. (hereinafter called "the Trading Member") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading Member while trading in the Capital Market / Cash Segment and 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

_, an Individual / a sole

between

Mr./Ms./M/s 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;

WITNESSTH :

Whereas the Trading Member is registered as Trading Member of National Stock Exchange of India Ltd. with SEBI Registration No's. : INB231280539 in the Capital Market Segment and INF231280539 in the Futures and Options Segment.

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 Trading 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 Trading Member before executing orders through him.

Whereas the Trading 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 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 on that liability and the capacity in which it acts.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

1. Definitions:

- In this Agreement (including in the Recitals above), unless the context otherwise requires the following words 1.1 shall have the following meanings :-
 - "the Exchange" means the National Stock Exchange of India Ltd and includes all segments of the (i) Exchange.
 - "Exchange Provisions" means the Rules, Bye-laws, Regulations, Business Reguirement, Specifications, (ii) handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time prescribed by the Exchange, as amended from time to time.
 - (iii) "Internet Trading" means Internet based Trading System, being a system approved by the Exchange for enabling clients to route their orders to their Trading Member/s over the internet.
 - (iv) "Internet Trading Account Application" means the application submitted by the Client to the Trading Member to permit the Client to avail of the Trading Member's Internet Trading Service.
 - "Internet Trading Service" or "Service" means the service offered by the Trading Member to its clients (v) through its Internet Website (www.adinathonline.com) whereunder the clients can route their orders for purchase, sale and other dealings in securities through the Trading Member's Internet Trading System.

(X)

- (vi) "Trading Member's Internet Trading System" or "Trading Member's Internet Trading WebSite" means the web site hosted by the Trading Member on the internet through which the Trading Member offers the Internet Trading 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 INTERNET TRADING SERVICE:

The Trading Member agrees to provide the Trading Member's Internet Trading Service to the Client, and the Client agrees to avail of the Trading Member's Internet Trading Service, on and subject to the terms and conditions of this Agreement, the Exchange Provisions and the terms of the Trading Member's Internet Trading 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 Trading Member's Internet Trading System for availing of the Service.
- 3.2 The Client is aware that the Trading Member's Internet Trading System itself generates the initial password and that the Trading 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 Trading 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 whosoever through the Trading Member's Internet Trading 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 Trading 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 Trading Member's Internet Trading 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 Trading Member's Internet Trading System on the Client's Username in any manner whatsoever.
- 3.6 The Client shall log off from the Internet Trading 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 Trading 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 Trading Member's Internet Trading 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 Trading Member in writing to discontinue his old Password; and thereupon the Trading Member shall cause the Trading Member's Internet Trading System to discontinue the use of the Client's old Password and the Trading Member's Internet Trading System shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the Trading 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.
- 3.9 The client agrees to open, maintain and operate a valid demat account with the depository participant designated by Trading Member.
- 3.10 The client warrants that he has maintained and operates a valid account with a designated bank for execution of orders through the Internet Trading facilities or otherwise.

4. TRANSACTIONS AND SETTLEMENTS :

- 4.1 All orders for purchase, sale or other dealings in securities and other instructions routed through the Trading Member's Internet Trading 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 Trading Member may from time to time impose and vary limits on the orders which the Client can place through the Trading Member's Internet 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, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that the Trading Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Trading Member's risk perception and other factors considered relevant by the Trading Member, and the Trading Member may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the Trading Member shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Trading Member's Internet Trading System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the Trading 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 Trading 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 Trading Member's Internet Trading System, the Trading 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 Trading 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 he will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into the Trading Member's Internet Trading System.

5. MARGIN :

The Client agrees and undertakes to immediately deposit with the Trading Member such cash, securities or other acceptable security, which the Trading Member may require as margin. The Client agrees that the Trading Member shall be entitled to require the Client to deposit with the Trading Member a higher margin than that prescribed by the Exchange. The Trading Member shall also be entitled to require the Client to keep permanently with the Trading Member a margin of a value specified by the Trading Member so long as the Client desires to avail of the Trading Member's Internet Trading 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 Trading Member is received by the Client.

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6.3 The Exchange may anull/cancel a trade suo-moto without giving a reason there for. In the event of such annulment/cancellation, the Trading 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 Trading Member brokerage, commission, fees, service tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transactions, and the services that he receives from the Trading Member.
- 7.2 A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by the Trading Member to the Client from time to time upon request by the Client.

8. CONFIRMATIONS

- 8.1 Online confirmation will be available to the Client upon execution or cancellation of an order placed by him through the Trading Member's Internet Trading System. This shall be followed by a confirmation, which may be sent by postal mail, electronic mail or other electronic means. It is the responsibility of the Client to review upon first receipt, whether delivered to him online, by postal mail, by electronic mail, or other electronic means, all confirmations of transactions or cancellations.
- 8.2 The Trading Member shall also send the Order/Trade confirmation slip through E-mail to the Client at his request, within 48 hours from the time of execution of order/trade on the system, as the case may be. The Client agrees that the information sent by Trading Member by E-mail is deemed to be a valid delivery of such information by the Trading Member.
- 8.3 The Client is aware that the Trading Member has provided on the web site a facility for reconfirmation of orders, which are larger than that specified by the Trading Member's risk management, by the Trading Member and is also aware that the Trading Member has the discretion to reject the execution of such orders based on his risk perception.

9. INVESTMENT ADVICE

- 9.1 The Client acknowledges that the Trading Member shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment.
- 9.2 The Client also acknowledges that the Trading 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 Trading Member or any of its employees.
- 9.3 The Client agrees that in the event of the Trading Member or any employee or official of the Trading 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 Trading 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 Trading 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 TRADING MEMBER - CLIENT AGREEMENT :

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

11. REPRESENTATIONS AND WARRANTIES OF CLIENT

The Client represents and warrants to the Trading Member that:

- 11.1 All the information provided and statements made in the Client's Internet Trading 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 Trading Member has agreed to provide the Trading Member's Internet Trading Service to the Client on the basis, inter alia, of the statements made in the Client's Internet Trading 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 Trading Member's Internet Trading Service may at any time be

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unavailable without further notice. The Trading Member and the Exchange do not make any representation or warranty that the Trading Member's Internet Trading Service will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or the Trading Member on account of any suspension, interruption, non-availability or malfunctioning of the Trading Member's Internet Trading 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 Trading Member's Internet Trading WebSite in force from time to time.
- 11.6 Any instructions given/issued by an authorised representative of the Client to the Trading Member (or to the Trading Member's representative) shall be binding on the Client in accordance with the letter authorizing the said representative to deal on behalf of the client.
- 11.7 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.
- 11.8 The Client agrees that the Trading 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.
- 11.9 The Client shall provide to the Trading Member, a Power of Attorney/Letter authorizing the Trading Member to debit/credit/block/create lien/pledge the client's depository accounts through its authorized personnel, to the extent of the transactions conducted by the client and any amount due and payable, under any head, account or name, to the Trading Member.
- 11.10The client agrees to provide information relating to customer user identification number, T-Pin number and such other information as may be required while placing orders on the telephone to determine the identity of the client. Provided however that Trading Member can accept Instructions from the client over the phone without usage of T-Pin number after due verification and such acceptance of instructions by the Trading Member shall be binding on the client.

12. REPRESENTATIONS AND WARRANTIES OF THE TRADING MEMBER:

The Trading Member represents and warrants to the Client that the Trading Member's Internet Trading System has been approved by the Exchange.

13. MARKET DATA

- 13.1 The Client understands that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Trading 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 Trading Member nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.
- 13.2 The Client shall not furnish market information ped 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.
- 14.1 Any notice or other communication to be given by any party to the other in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by e-mail to the addressee at the address or (as the case may be), the e-mail or facsimile number (if any), of that party set opposite its name below:

14. NOTICES

Notice by one party to the other party may be sent at the address of the other party at its correspondence address as provided in the Client Registration Form 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 Trading Member and the Client may be communicated orally.

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15. EXTRAORDINARY EVENTS

- 15.1 The Trading Member and/or its agents will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond the Trading Member's control.
- 15.2 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.

16. MISCELLANEOUS

- 16.1 The singular shall include the plural where the context so admits and vice versa.
- 16.2 The masculine shall include the feminine and the neutral and vice versa.
- 16.3 The client agrees to abide by operational procedures laid down by Trading Member regarding banking transactions, billing etc. and any changes made in these procedures from time to time and mentioned on the web site.
- 16.4 The Trading Member may send bill, or any other information to the client through post/courier/electronic form or through any other medium of communication.
- 15.5 The Client agrees that if there is any change in his correspondence address / DP details / Bank account / Mobile No. / E-mail id, it shall be the responsibility of the Client to notify the Trading Member in writing within seven days.

17. AMENDMENT TO AGREEMENT

- 17.1 All modifications to this Agreement shall be made solely at the discretion of the Trading Member and shall be intimated to the client by a suitable modification to the terms and conditions or other applicable section on the web-site or in any other manner.
- 17.2 The client agrees that a modification to the information in the terms and conditions section on the web-site or any other applicable section and a display of the modification for the duration of the applicability of such modification to the circumstances of the client, shall be sufficient notice to the client, to take note of such modification.

18. ASSIGNMENT :

The client agrees that the Trading Member may at any time during the subsistence of these presents, without requirement of issuing any notice to the client, assign transfer or otherwise alienate, by executing an agreement or in any other manner, all or any of its rights and/or obligation in terms of this Agreement to any person or entity including but not limited to its affiliates, associates or sister companies and the rights and obligations of the Trading Member under this Agreement or any amendment or modification hereto shall vest and ensure for such assignee without any further act, deed, matter or thing and the client agrees to the same.

19. NO WAIVER :

The failure on the part of Trading Member from taking any action against the client for any breach or breaches of the Agreement shall not constitute a waiver by the Trading Member of any subsequent or continuing breach thereof by the client.

20. INDEMNITY

- 20.1 The Trading Member shall be indemnified by the client in case of any action initiated against the Trading Member by any party not privy to this contract, and it shall be the duty of the client to bear out of their funds, all costs, losses and expenses which any such Trading Member may incur or become liable to apply, by reason for any event in the course of the use of the said services by the client.
- 20.2 The client shall indemnify and keep the Trading Member indemnified and harmless against all claims, demands, actions, proceedings, loss, damages, liabilities, charges and/or expenses that are occasioned or may be occasioned to the Trading Member directly or indirectly, as a result of bad delivery of shares/securities and/ or as a result of fake/forged/stolen shares/securities/transfer documents that are introduced or that may be introduced by or through the client during the course of his dealings/operations on the Exchange.

21. FORCE MAJEURE :

The Trading Member shall not be responsible for any losses, costs, or damages resulting directly or indirectly from:

(i) Any action, omission, suspension or trading, decision or ruling of any exchange or regulatory, Governmental or other body or of any other person which is beyond the Trading Member's control (including floor broker, exchange, dealing or clearing house).

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 (ii) any war, strike, lock-out, national disaster, act of terrorism, delay in postal service or any other delay or inaccuracy in the transmission of orders or other information, or any breakdown, failure or malfunction beyond the control of the member of any telecommunication or computer system;

The above Force Majeure events do not exempt the client to fulfill the obligations in his account with the client.

22. LAW AND JURISDICTION

- 22.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause 21, the courts at Mumbai, India shall have jurisdiction over this Agreement and the arbitration proceedings in relation to the Agreement.
- 22.2 This Agreement and all contracts and transactions between the Trading Member and the Client pursuant hereto shall be subject to the Exchange Provisions, the Rules, Bye-Laws, Regulations, and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made thereunder and as amended from time to time.
- 22.3 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.
- 22.4 The Trading 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.
- 22.5 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.

23. 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.

The CLIENT's Signature/Authorised Signatory	The Trading Member's Signature/Authorised Signatory		
Signature 🗸	For ADINATH STOCKBROKING PVT. LTD.		
Title :			
Name :	Authorised Signatory		
Witness :	Witness :		
1. Name	1. Name		
Address	Address		
Sign	Sign		
2. Name	2. Name		
Address	Address		
Sign	Sign		

SUPPLEMENTAL MEMBER-CLIENT AGREEMENT For Internet Trading – BSE

This Supplemental Agreement is made and executed on this _____ day of _____, 20 ____ between :

M/s. Adinath Stockbroking Pvt. Ltd. a company incorporated and registered under the provisions of the Companies Act, 1956, being a Member of the Bombay Stock Exchange Limited (hereinafter called "BSE "), and having its registered office at 1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203. (hereinafter called "the Trading Member") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading Member while trading in the Capital Market / Cash Segment and 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

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 / Karta of HUF /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 :

- (i) The Trading Member is a Trading Member of Tthe 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's for Cash Market - INB 011280535 and for Derivatives - INF 011280535;
- (ii) The Client is a client/constituent of the Trading Member, and the Trading Member and the Client have entered into a Trading Member-Client Agreement in accordance with the model agreement prescribed by SEBI ("the Main Trading Member-Client Agreement");
- (iii) The Trading Member offers and/or proposes to offer the ITORS Service to its clients; and the Client desires to avail of the Trading Member's ITORS Service for purchasing, selling or otherwise dealing in securities;
- (iv) The Trading Member and the Client desire to enter into this Supplemental Agreement to the Main Trading Member-Client Agreement in order to record the agreement between them relating to the Trading Member's ITORS Service to be availed of by the Client.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

1. Definitions:

- 1.1 In this Agreement (including in the Recitals above), unless the context otherwise requires the following words shall have the following meanings:-
 - (i) "the Exchange" means the Bombay Stock Exchange Ltd and includes all segments of the Exchange.
 - (ii) "Exchange Provisions" means the Rules, Bye-laws, Regulations, Business Requirement, Specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the Minimum Requirements Handbook for ITORS prescribed by the Exchange, as amended from time to time.
 - (iii) "ITORS" means Internet based Trading Through Order Routing System, being a system approved by the Exchange for enabling clients to route their orders to their Trading Member/s over the internet.
 - (iv) "ITORS Account Application" means the application submitted by the Client to the Trading Member to permit the Client to avail of the Trading Member's ITORS Service.
 - (v) "ITORS Service" or "Service" means the service offered by the Trading Member to its clients through ITORS(www.adinathonline.com) whereunder the clients can route their orders for purchase, sale and other dealings in securities through the Trading Member's ITORS System.

- (vi) "Trading Member's ITORS System" or "Trading Member's ITORS WebSite" means the web site hosted by the Trading Member on the internet through which the Trading 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 Trading Member agrees to provide the Trading Member's ITORS Service to the Client, and the Client agrees to avail of the Trading Member's ITORS Service, on and subject to the terms and conditions of this Agreement, the Exchange Provisions and the terms of the Trading 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 Trading Member's ITORS System for availing of the Service.
- 3.2 The Client is aware that the Trading Member's ITORS System itself generates the initial password and that the Trading 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 Trading 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 whosoever through the Trading 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 Trading 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 Trading 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 Trading 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 Trading 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 Trading 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 Trading Member in writing to discontinue his old Password; and thereupon the Trading Member shall cause the Trading Member's ITORS System to discontinue the use of the Client's old Password and the Trading 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 Trading 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.
- 3.9 The client agrees to open, maintain and operate a valid demat account with the depository participant designated by Trading Member.
- 3.10 The client warrants that he has maintained and operates a valid account with a designated bank for execution of orders through the Internet Trading facilities or otherwise.

4. TRANSACTIONS AND SETTLEMENTS :

- 4.1 All orders for purchase, sale or other dealings in securities and other instructions routed through the Trading 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 Trading Member may from time to time impose and vary limits on the orders which the Client can place through the Trading 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 Trading Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Trading Member ray perception and other factors considered relevant by the Trading Member, and the Trading Member may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the Trading Member shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Trading Member's ITORS System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the Trading 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 Trading 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 Trading Member's ITORS System, the Trading 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 Trading 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 he will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into the Trading Member's ITORS System.

5. MARGIN :

The Client agrees and undertakes to immediately deposit with the Trading Member such cash, securities or other acceptable security, which the Trading Member may require as margin. The Client agrees that the Trading Member shall be entitled to require the Client to deposit with the Trading Member a higher margin than that prescribed by the Exchange. The Trading Member shall also be entitled to require the Client to keep permanently with the Trading Member a margin of a value specified by the Trading Member so long as the Client desires to avail of the Trading 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 Trading Member is received by the Client.



6.3 The Exchange may anull/cancel a trade suo-moto without giving a reason therefor. In the event of such annulment/cancellation, the Trading 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 Trading Member brokerage, commission, fees, service tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transactions, and the services that he receives from the Trading Member.
- 7.2 A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by the Trading Member to the Client from time to time upon request by the Client.

8. CONFIRMATIONS

- 8.1 Online confirmation will be available to the Client upon execution or cancellation of an order placed by him through the Trading 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 or cancellations.
- 8.2 The Trading Member shall also send the Order/Trade confirmation slip through E-mail to the Client at his request, within 48 hours from the time of execution of order/trade on the system, as the case may be. The Client agrees that the information sent by Trading Member by E-mail is deemed to be a valid delivery of such information by the Trading Member.
- 8.3 The Client is aware that the Trading Member has provided on the web site a facility for reconfirmation of orders, which are larger than that specified by the Trading Member's risk management, by the Trading Member and is also aware that the Trading Member has the discretion to reject the execution of such orders based on his risk perception.

9. INVESTMENT ADVICE

- 9.1 The Client acknowledges that the Trading Member shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment.
- 9.2 The Client also acknowledges that the Trading 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 Trading Member or any of its employees.
- 9.3 The Client agrees that in the event of the Trading Member or any employee or official of the Trading 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 Trading 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 Trading 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 TRADING MEMBER – CLIENT AGREEMENT:

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

11. REPRESENTATIONS AND WARRANTIES OF CLIENT

The Client represents and warrants to the Trading 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 Trading Member has agreed to provide the Trading 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 Trading Member's ITORS Service may at any time be unavailable without further notice. The Trading Member and the Exchange do not make any representation or warranty that the Trading Member's ITORS Service will be available to the Client at all times without any interruption.

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The Client agrees that he shall not have any claim against the Exchange or the Trading Member on account of any suspension, interruption, non-availability or malfunctioning of the Trading 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 Trading Member's ITORS WebSite in force from time to time.
- 11.6 Any instructions given/issued by an authorised representative of the Client to the Trading Member (or to the Trading Member's representative) shall be binding on the Client in accordance with the letter authorizing the said representative to deal on behalf of the client.
- 11.7 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.
- 11.8 The Client agrees that the Trading 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.
- 11.9 The Client shall provide to the Trading Member, a Power of Attorney/Letter authorizing the Trading Member to debit/credit/block/create lien/pledge the client's depository accounts through its authorized personnel, to the extent of the transactions conducted by the client and any amount due and payable, under any head, account or name, to the Trading Member.
- 11.10The client agrees to provide information relating to customer user identification number, T-Pin number and such other information as may be required while placing orders on the telephone to determine the identity of the client. Provided however that Trading Member can accept Instructions from the client over the phone without usage of T-Pin number after due verification and such acceptance of instructions by the Trading Member shall be binding on the client.

12. REPRESENTATIONS AND WARRANTIES OF THE TRADING MEMBER :

The Trading Member represents and warrants to the Client that the Trading Member's ITORS System has been approved by the Exchange.

13. MARKET DATA

- 13.1 The Client understands that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Trading 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 Trading Member nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.
- 13.2 The Client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost.
- 14.1 Any notice or other communication to be given by any party to the other in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by e-mail to the addressee at the address or (as the case may be), the e-mail or facsimile number (if any), of that party set opposite its name below:

14. NOTICES

Notice by one party to the other party may be sent at the address of the other party at its correspondence address as provided in the Client Registration Form 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 Trading Member and the Client may be communicated orally.



15. EXTRAORDINARY EVENTS

- 15.1 The Trading Member and/or its agents will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond the Trading Member's control.
- 15.2 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.

16. MISCELLANEOUS

- 16.1 The singular shall include the plural where the context so admits and vice versa.
- 16.2 The masculine shall include the feminine and the neutral and vice versa.
- 16.3 The client agrees to abide by operational procedures laid down by Trading Member regarding banking transactions, billing etc. and any changes made in these procedures from time to time and mentioned on the web site.
- 16.4 The Trading Member may send bill, or any other information to the client through post/courier/electronic form or through any other medium of communication.
- 15.5 The Client agrees that if there is any change in his correspondence address / DP details / Bank account / Mobile No. / E-mail id, it shall be the responsibility of the Client to notify the Trading Member in writing within seven days.

17. AMENDMENT TO AGREEMENT

- 17.1 All modifications to this Agreement shall be made solely at the discretion of the Trading Member and shall be intimated to the client by a suitable modification to the terms and conditions or other applicable section on the web-site or in any other manner.
- 17.2 The client agrees that a modification to the information in the terms and conditions section on the web-site or any other applicable section and a display of the modification for the duration of the applicability of such modification to the circumstances of the client, shall be sufficient notice to the client, to take note of such modification.

18. ASSIGNMENT :

The client agrees that the Trading Member may at any time during the subsistence of these presents, without requirement of issuing any notice to the client, assign transfer or otherwise alienate, by executing an agreement or in any other manner, all or any of its rights and/or obligation in terms of this Agreement to any person or entity including but not limited to its affiliates, associates or sister companies and the rights and obligations of the Trading Member under this Agreement or any amendment or modification hereto shall vest and ensure for such assignee without any further act, deed, matter or thing and the client agrees to the same.

19. NO WAIVER :

The failure on the part of Trading Member from taking any action against the client for any breach or breaches of the Agreement shall not constitute a waiver by the Trading Member of any subsequent or continuing breach thereof by the client.

20. INDEMNITY

- 20.1 The Trading Member shall be indemnified by the client in case of any action initiated against the Trading Member by any party not privy to this contract, and it shall be the duty of the client to bear out of their funds, all costs, losses and expenses which any such Trading Member may incur or become liable to apply, by reason for any event in the course of the use of the said services by the client.
- 20.2 The client shall indemnify and keep the Trading Member indemnified and harmless against all claims, demands, actions, proceedings, loss, damages, liabilities, charges and/or expenses that are occasioned or may be occasioned to the Trading Member directly or indirectly, as a result of bad delivery of shares/securities and/ or as a result of fake/forged/stolen shares/securities/transfer documents that are introduced or that may be introduced by or through the client during the course of his dealings/operations on the Exchange.

21. FORCE MAJEURE :

The Trading Member shall not be responsible for any losses, costs, or damages resulting directly or indirectly from:

(i) Any action, omission, suspension or trading, decision or ruling of any exchange or regulatory, Governmental or other body or of any other person which is beyond the Trading Member's control (including floor broker, exchange, dealing or clearing house).

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(ii) any war, strike, lock-out, national disaster, act of terrorism, delay in postal service or any other delay or inaccuracy in the transmission of orders or other information, or any breakdown, failure or malfunction beyond the control of the member of any telecommunication or computer system;

The above Force Majeure events do not exempt the client to fulfill the obligations in his account with the client.

22. LAW AND JURISDICTION

- 22.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause 21, the courts at Mumbai, India shall have jurisdiction over this Agreement and the arbitration proceedings in relation to the Agreement.
- 22.2 This Agreement and all contracts and transactions between the Trading Member and the Client pursuant hereto shall be subject to the Exchange Provisions, the Rules, Bye-Laws, Regulations, and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made thereunder and as amended from time to time.
- 22.3 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.
- 22.4 The Trading 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.
- 22.5 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.

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.

The CLIENT's Signature/Authorised Signatory	The Trading Member's Signature/Authorised Signatory		
Signature 🗸	S For ADINATH STOCKBROKING PVT. LTD.		
Title :			
Name :	Authorised Signatory		
Witness :	Witness :		
1. Name	1. Name		
Address	Address		
Sign	Sign		
2. Name	2. Name		
Address	Address		
Sign	Sign		

We draw your attention to certain important issues relevant to your trading activity through us; you must read, understand and agree to abide by the advice given hereunder in respect to the dealings between us. Kindly sign at the end of this document to signify your understanding and acceptance of the matters notified to you herein.

- We do hereby inform and notify you that unless otherwise specifically agreed by us in writing, our services do not go beyond the scope as mentioned in the documents executed between us, accordingly the role envisaged to be played by Adinath Stockbroking Pvt. Ltd. is restricted to facilitating, only and only as a stockbroker, the execution of transactions intended to be executed by you on your own risk and responsibility and as considered suitable by you, taking into consideration, your risk bearing capacity.
- Further you are also informed that none of the employee or agent of Adinath Stockbroking Pvt. Ltd. is authorized to offer any investment advice, and therefore you are advised to refrain from seeking or place reliance on the advice from any such person. If despite this Notice, you choose to seek and rely on any advice, offered by any person, whether related or unrelated to Adinath Stockbroking Pvt. Ltd. in any manner, you shall be doing so at your own risk and responsibility, and the dealings between you and the person offering the advice shall be absolutely personal between you and such person, for which Adinath Stockbroking Pvt. Ltd. will not assume any liability.
- We also reiterate here that the Stock Market is a highly volatile and unpredictable market and it is impossible for anyone to predict the future developments in the marketplace, therefore anyone assuring you any returns should not be relied upon by you. Further you are also advised to not to allow or authorize any person to trade on your behalf, in expectation of any assured profit, and must understand that where you authorize or allow any person to trade on your behalf, you would be entering into a "Principle-Agent" relationship with such person and therefore be entirely responsible for his actions, whether resulting into "Loss" or "Profit".
- Adinath Stockbroking Pvt. Ltd. also conducts research on various activities of the Stock Market and wherever considered appropriate, shares the knowledge and opinion derived from such research with its Clients and others desirous of receiving such information, however as our Client, you must understand that such information is only a general opinion of Adinath Stockbroking Pvt. Ltd., which is not designed for, or takes into consideration, the factors specific to your risk bearing capacity and perception. You are therefore advised to rely only and only on your own judgment while taking any investment and/or trading decisions. The research reports provided by us are only an expression of the opinion of the concerned researchers; it is neither any advice intending to encourage you to undertake any activity nor any offer to sell or a solicitation to buy any securities. As our client you must also read our opinion published on any website or publications, keeping in mind the contents of this notice to you. Further in order to benefit from the research carried out on its behalf, Adinath Stockbroking Pvt. Ltd., its directors or its employees may, at their sole discretion may acquire positions in the scrips which are the subject matter of such research.

Declaration by Client

I/we have read and understood the contents of the above notice, and state that I/we have no objection to anything mentioned therein and do also hereby agree to abide by the advice offered in the Notice.

✓

Client's Signature with seal

DECLARATION

I / We having complied with the requisite formalities, as prescribed, for being a Client, have opened a trading account with Adinath Stockbroking Pvt. Ltd..

I/We declare and affirm as under:

- I / we possess contractual capacity and do not suffer from any conditions which make us ineligible for entering into a valid and binding contract.
- I/we am/are regular investor in the stock markets in India.
- I / we am / are conversant with the laws, practices, rules, regulations, guidelines, Circular, etc. including, but
 not limited to those prescribed by the Securities and Exchange Board of India (SEBI), Reserve Bank of India
 (RBI) National Stock Exchange of India Limited, (NSE) and Bombay Stock Exchange Limited (BSE). I/we
 also undertake to keep myself informed and understand the implications of any changes that are made to
 such laws, practices, rules, regulations, guidelines, Circular, etc
- I/we give an undertaking that I/we shall not deal with Adinath Stockbroking Pvt. Ltd. in any prohibited manner.
- I / we understand that I/we have been advised to not to take any investment advice from any of the employees
 or associates of Adinath Stockbroking Pvt. Ltd., and in case I/we do so, despite the advice against the same,
 I/we shall be acting at my/our exclusive risk and responsibility.
- I / we agree to accept any measures, which in the opinion of Adinath Stockbroking Pvt. Ltd., are required to enhance security procedures, in relation to my/our account & trading.
- Adinath Stockbroking Pvt. Ltd. may, though it is not bound to, create voice-logs by recording the conversation made, while placing any orders by me/us, and such voice logs, wherever available, shall be the conclusive proof of the dealings made by me/us.
- I/we hereby further declare that I am/we are holding the Shares in my/our Demat Account No.______
 with DP_______
- I/we hereby further declare that I/We will not give any third party shares for settlement of my obligations to the Exchange.
- I/we hereby further declare that I/We will not receive or give any money in cash or in kind for fulfilling / completing the settlement obligations to the Exchange.
- I/we hereby further declare that I am/We are not party to any illegal practices that may be prevalent in the Stock Market.
- I/we hereby authorize Adinath Stockbroking Pvt. Ltd. to adjust the amount due from/to me/us against my
 dues to/from any of the sister concerns of Adinath Stockbroking Pvt. Ltd., and such adjustment, wherever
 made shall be binding on me/us and therefore not be objected to, by me/us.
- I/we hereby further declare that I/We will not carry out any unfair trade practices such as Synchronized deals, Structured deals, Circular Trading in the Capital Market and Future and Options segment.
- I/we hereby further declare that I/We will not place any order on the Exchange which will reflect as an arrangement for profit or loss transactions. All the orders placed on the exchange will be in the normal market where there is a corresponding underlying securities position in the cash or futures segment of the respective Exchange.
- I/we agree that any securities pledge by me/us as margin may in turn be placed as margin by the Trading Member with the Exchanges or banks or such other institutions as the Trading Member may deem fit. The Client authorises the Trading Member to do all such acts, deeds and things as may be necessary and expendient for placing such securities with the Exchanges/banks/Institutions as margin.
- The client is aware and agrees to pay Adinath Stockbroking Pvt. Ltd. the brokerage, commission, fees, processing fees, and other charges which are prescribed by regulators as they exit from time to time and as apply to the client account and transactions and the services that the client receives from the ASBPL.
- I/we hereby further declare that I/We am/are aware of the provisions of the Prevention of Money Laundering Act 2002 (PMLA) as far as they concern me/us as an investor / client and I / we declare that I / we have never been convicted / barred from dealing in securities market in the past under the said Act.

- I/we confirm that I am / We are in compliance with the "Know Your Client" (KYC) guidelines including conducting due diligence required for Anti Money Laundering (AML) checks as prescribed by the FIU / SEBI. I/We further confirm that all KYC and due diligence process has been followed on a continuous basis as long as our account continues to be held with Trading Member. Further I/We agree to submit / provide all the statutory documents / other compliance details pertaining to my / our trading account whenever required, to fulfil my / our obligation under PMLA.
- I/we hereby further declare that I/we will not indulge either directly or indirectly in any of the above mentioned fraudulent or unfair trade practice either individually or in concert with other persons / entities. In the event of any of the above fraudulent or unfair trade practices are noticed by the exchange or regulatory authorities, then I/we shall be solely responsible for such acts as noticed and you shall not be responsible for my/our illegal and fraudulent and unfair trade practices in the capital market segment and future and options segment of the exchange.
- I/we understand that Adinath Stockbroking Pvt. Ltd. shall not be responsible of any losses, costs or damages
 resulting directly or indirectly from the below mentioned circumstances :
 - any action, omission, suspension or trading, decision or ruling or any exchange or regulatory, governmental or other body or of any other person which is beyond the Trading Member's control (including floor broker, exchange, dealing or clearing house).
 - ii) any war, strike, lock-out, national disaster, act of terrorism, delay in postal service or any other delay or inaccuracy in the transmission of orders of other information, or telecommunication or computer system.
 - iii) I/We further understand that the above Force Majeure events do not exempt me/us to fulfill the obligations in my/our account.
- I/we have read and understood the set of documents provided to me/us, and understand that this set of documents, from the date of its execution, supersedes the previous documentation, if any executed between me/us and Adinath Stockbroking Pvt. Ltd., for the purpose of opening my/our trading account with them. (applicable, where fresh set of documents is being executed in terms of SEBI Circular no. MIRSD/SE/Cir-19/2009 dt. December 3,2009 as regards Dealings between a Client and Stock Broker)

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

1	
	Client's Signature with seal

Name of the Client

Adinath Stockbroking Pvt. Ltd.

Date : ------

1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203.

Dear Sirs,

Sub. : Digitally Signed Electronic Contract Notes / Account / Ledger Statements

This is to inform you that we are desirous of receiving contract notes for the dealings carried out by us through electronic mode of delivery and accordingly request you to provide us Digitally Signed Contract Notes through email on our email address provided below.

We further hereby irrevocably authorize and give consent to you to send the following information to our designated email address, as mentioned below and the delivery of information so made shall be effective and deemed delivery to meet the requirement of providing the said information such as the following

- Copy of my executed KYC kit
- Digitally signed contract notes/bills,
- Statement of Accounts / Ledgers
- Statement of Funds and Securities
- Margin statement relating to my account
- Any other important notice, Circular or communications including changes in the terms and conditions of service.

Our email ID for above purpose is as follows

Our Email ID is _____

(please write clearly)

Please repeat your email id in CAPS below, to enable us to compare & capture correctly.

Signature : 🗸	
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We understand that any change in the above email ID can be made by you only against a physical letter personally signed by us, or alternatively if the request is made through the password protected secured access as provided on your website.

We undertake to check the electronic contract notes regularly and bring the discrepancies, if any to Adinath Stockbroking Pvt. Ltd. notice within 24 hours of issuance of such digital contract notes.

We also understand that Non-Bouncing of the Electronic Contract Notes (ECN) shall be construed as a valid deemed delivery of the digital contract notes and other electronic documents sent to me, and you shall send physical contract notes to me only in case of any ECN's bounced back to you from my email id.

Failure on our part to check/verify the contract notes on regular basis shall not be a reason for disputing the digital contract note at any time and the payment obligations and transactions and trades shall be adhered to and cleared by me.

Thanking you,

Yours faithfully,

1			

Client's Signature with seal

Client Name : ____

Client Code

Adinath Stockbroking Pvt. Ltd.

Date : ___

1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203.

Dear Sirs,

As you are aware, I/We have opened a trading account with you, and as I/We intend to trade/deal on a regular basis, I/We am/are desirous of maintaining my account with you on a "Running Account Basis" and accordingly to facilitate this, I/We voluntarily authorize you to retain with you the credit balances and the purchased securities and not to make settlement of the funds & securities due to me, on the periodic basis, as prescribed, unless specifically requested by me, otherwise.

I/We clearly understand that by implication of the above, and accordingly you shall not be required to make customary settlement of funds/securities within 24 hours of the payout.

I/We also understand that the above instruction will remain valid for a period of one year from the date of signing of this authorization. The present running account authorization may be extended by me by intimating in writing a continuation of authorization letter to you on a year to year basis unless revoked by me in writing during the period of one year and/or subsequent years, whichever is later.

I/We also declare that I/We have been duly informed, that I/We reserve the right to revoke this authorization at any time, and also understand that the revocation, if made by me, shall not be applicable against the outstanding obligations on the settlement date, and that you shall be entitled to 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 or make recovery of the outstanding dues payable by me to you. In addition to the above, in the cash market segment, for next day's business, you may retain funds/securities/margin to the extent of value of transactions executed by me/us, on the day of such settlement in the cash market.

I/We also understand that the actual settlement of funds and securities shall be done by you, at least once in a calendar quarter. While settling the account, you shall send the 'statement of accounts' containing an extract from the ledger/statement of account for funds and an extract from the register of securities displaying all receipts/ deliveries of funds/securities. The statement of account and/or securities shall also explain the retention of funds/ securities and the details of the pledge, if any.

I/we also agree that I/We shall bring to your notice in writing any discrepancy or dispute arising from the statement of account or settlement so made within 7 working days from the date of receipt of funds/securities or statement, as the case may be.

I/We also agree that if the discrepancy or disputes, if any, in respect of the statement of account and/or statement of securities is not addressed to you in writing within 7 days by me/us then the statement of account and/or statement of securities sent by you to me/us by courier or under certificate of posting or any other permissible mode of communication shall be deemed to be correct and stand deemed to be confirmed by me/us.

I/We further agree and confirm that such periodic settlement of running account may not be necessary, either on a monthly or quarterly basis, if I/We

- i. are availing margin trading facility as per SEBI circulars
- ii. have provided funds received towards collaterals/margin in the form of bank guarantee (BG)/Fixed Deposit receipts (FDR).

Please note that I/We would like the mandatory settlement of funds and securities (if applicable), as below to be made to me/us on the basis indicated below. (tick against your preference)

Monthly Basis	Qua

Quarterly Basis

However I understand that despite my preference for a Quarterly Settlement, you may at your discretion make a settlement on Monthly basis, in the first quarter of my relationship with you.

Client's Signature with seal

Client Name : ___

_____ Client Code _____

Note : This authorization shall be valid only if signed by the client only and not by any authorized person on his behalf or any holder of the Power of Attorney.

DECLARATION OF EMPLOYMENT / ASSOCIATION WITH MARKET PARTICIPANT

To,

Adinath Stockbroking Pvt. Ltd.

1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203.

(Please tick the appropriate box)

We, being a client of Adinath Stockbroking Pvt. Ltd., hereby declare as under:

	We are not a Member/Broker of any Stock Exchange
or	We are a Member/Broker of following Stock Exchange/s
	We are neither a Sub-Broker nor affiliated in any other capacity to any Member/Broker of any Stock Exchange
or	We are a Sub-Broker affiliated to following Member/Broker of Stock Exchange/s
or	The Authorized Person on our behalf is not an employee of any Stock Broker, Sub-Broker or any Stock Exchange.
	The Authorized Person on our behalf is employed by the following Stock Broker/Sub-Broker/Stock Exchange.
the	hereby declare that we are a Stock Broker / Sub-broker of the (name of Stock Exchange where client is a member) and in this regard pursuant to SEBI circular SEBI/MIRSD/CIR - 06/ 4 dated January 13, 2004, I/we hereby confirm that.
1.	We have intimated the said Exchange of my/our intention to open a trading account with Adinath Stockbroking Pvt. Ltd. only for the purposes for my/our proprietary trades (acknowledged copy of intimation letter is attached herewith).
2.	We do not have trading account with any other Stock Broker/Sub-broker of any recognized Stock Exchange other than the above and we do hereby declare that I/we am/are not in any capacity connected to any other recognized stock exchange.
We	hereby further declare that the above information is true and correct to the best of our knowledge & belief.

Place : _____

Client Code : _____

1		
	Client's Signature with seal	

Authority to debit the Demat Account Operating Charges

Date :

To,

Adinath Stockbroking Pvt. Ltd.

1 Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203.

Dear Sir,

This has reference to my/our Trading & Beneficiary accounts opened with Adinath Stockbroking Pvt. Ltd., the particulars of which are as under.

Beneficiary Client Id	
Trading Account Code	

With regard to these accounts, and for the sake of my/our operating convenience, I/we request and authorize you to debit the bills raised by you, pertaining to the depository services, provided to me/us to my/our trading account only. Any such sum debited to my/our Trading account shall be binding on me/us, and shall not be objected to.

Kindly do the needful as requested.



Name of the Client

Authorization for Adjustment between Different Segments & Exchanges

To,

Adinath Stockbroking Pvt. Ltd.

1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203.

Dear Sir,

I/we understand that the regulations governing the Capital Market do not encourage adjustment of balances arising out of dealings of Clients in different segments or exchanges.

However while appreciating the above, I/we would like to avoid inconvenience of making and receiving multiple payments and also make potential use of my/our funds, in my/our opinion, this optimization is possible, if I/we can deal with my/our account with you on a consolidated basis.

I/we therefore request & voluntarily authorize you to consider my/our account on a consolidated basis, accordingly you may adjust Inter-Exchange or Inter-Segment, Debit & Credit balances with each other, without reference to me/us, the same shall not be objected to by me/us.

Further, notwithstanding anything contrary contained in the agreement between us, I/We hereby inform you that I/ we have executed/desire to execute an agreement with Adinath Commodities for trading in various segments on Exchanges of which they are a member.

I/we hereby request and authorize you to treat the agreements between ourselves and the agreement entered/to be entered into, by me/us with Adinath Commodities as co extensive

You are further authorized to transfer, make adjustments and/or to set off a part or whole of the securities placed as margin and/or any surplus funds in any of my/our account(s) maintained with you against the outstanding dues payable if any, by me/us in any of my/our account(s) maintained with Adinath Stockbroking Pvt. Ltd. and Adinath Commodities or vice versa.

You and/or Adinath Commodities shall have the right of lien on the credit balance in any of my/our accounts irrespective of whether it is maintained with you or with Adinath Commodities, Any entries passed by you in accordance with this authorization shall be binding on me/us.

Thanking you

Yours faithfully,

•	Client's Signature with seal

Adinath Stockbroking Pvt. Ltd.

1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203.

Dear Sir,

Sub. : Mobile Phone Communication/SMS Alerts

This is to confirm that our preferred mobile number for mobile communication is as under, is registered in our name of ______ who is Designated as ______

|--|

Further, we hereby request and authorize you to provide any information relating to our account (Bill Summary/ Receipts & Payments/ Available margin for next trading day and Stock deliveries etc.) with you by way of telephonic calls or SMS alerts.

Sending of the above information to us in the manner as above shall not be construed as violation of any "Do Not Disturb Registry (DND)" made by us.

We understand that providing of the information in the above manner is an additional and voluntary service on your part, and therefore any failure on your part to provide any information in the above manner, for any reason what so ever, shall not give us a right to make a claim against you.

Delivery of any information made to us in the above manner shall be considered as valid delivery of the information so provided.

Thanking you

Yours faithfully,

/

Client's Signature with seal

Adinath Stockbroking Pvt. Ltd.

1, Runwal Complex Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203.

Dear Sir,

With respect to the member client Agreement executed between us, we authorise you as under :

Right to exercise Set-Off / Lien and sharing of information

I/We, _____an individual/ a sole proprietory concern / a partnership firm / a body corporate / Trust, registered / incorporated, under the provisions of the Indian Partnership Act, 1932 / the Companies Act, 1956 or any relevant Act, having my / our residence / registered office at

(hereinafter referred to as the "Client").

That I/We, am/are a Client of Adinath Stockbroking Pvt. Ltd. and have executed a Member - Client Agreement with the aforestated company for investing / trading in securities / permitted for dealing on the respective Exchanges and also for investing/trading in those contracts admitted/permitted for dealing on the Derivatives Market segment of the respective Exchanges.

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

- 1. All securities in the demat account opened (if any) with the depository Participant (namely ASBPL), and in beneficiary A/c. shall be subject to lien for the discharge of any or all payments due to Adinath from me/ us or any other obligations to Adinath and may be held by Adinath as a security against default by me/us in respect of the services already availed of by me/us from Adinath.
- 2. The enforcement of the lien aforementioned shall be at the sole and complete discretion of Adinath.
- 3. I/We agree that Adinath shall have the right of set-off amongst all trading account/(s) maintained by me/us with Adinath.
- 4. The right of set-off as aforesaid shall extend to my/our trading accounts with respect to all broking transactions with associated concerns, affiliates or sister concerns of Adinath as though such accounts are maintained with Adinath.
- 5. In case of debit balance in my/our account, it is is not paid by me as per the settlement schedules you are authorized to sell/pledge at any point of time the secutities purchased by me/us in previous settlements. If Loss/Profit occurs on this transaction it will be treated as normal sale or purchase, and I/we am/are agreeing to pay the balance amount if any.
- 6. I/We agree that Adinath may share the information provided by me/us pertaining to my/our trading and demat account to it's sister concerns/group concerns/associates as and when required.

Furthermore, the aforestated lien / set-off conferred on Adinath shall subsist even after the termination of the aforestated Member - Client Agreements with Adinath until all obligations under the said agreements are satisfied fully by me/us.

Thanking you

Yours faithfully,

/

Client's Signature with seal

To, Adinath Stockbroking Pvt. Ltd. 1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203.

Dear Sir,

Authorization to Pledge My/Our (Client's) Securities

I/We intend to trade/invest in the Securities Market on a regular basis through you and have accordingly completed the formalities of client registration by executing the Client Registration Kit and other Agreements/Documents such as the Member Client Agreements, Client Registration Forms, Risk Disclosure Documents, authorizations, etc. which have been accepted/agreed by me/us. I/We have also been allocated the client code for dealing in the respective segments of the Stock Market in NSE/BSE from time to time.

Before making the said application to get registered as a client with you, I/We hereby confirm that I/We have gained the requisite knowledge and experience and awareness of the trading norms/ settlement/margin norms prescribed by the respective exchanges and shall continue to be abreast with the changes that may occur in the near future to enable me/us to sufficient to carry-out the transactions, intended by me/us, and accordingly I/We understand that in order to avail certain facilities and optimize the use of my/our financial resources in the form of funds and/or securities, I/We hereby agree and allow you to Pledge the securities belonging to me/us and held in your Beneficiary Owner's Account towards the further exposure and/or settlement obligations of NSE/BSE in respective segments.

Accordingly I/We do hereby irrevocably authorize you to Pledge the securities belonging to me/us, held in your Beneficiary Account, for margin/settlement obligations and/or for any other reason whatsoever, without any reference to me/us.

Client's Signature with seal

Name of the Client _

Date___

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME I/We Indian inhabitant/s

1)	having address at
2)	Г
3)	having address at

SEND GREETINGS.

Whereas I / We hold a Beneficiary account no. **12055200**......(BO-ID) with Central Depository Services (India) Limited, through **ADINATH STOCKBROKING PVT. LTD.** Regd. Office 1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203, India bearing DP-ID **12055200**

>	Signatu
	Signature (Third Holder)

Signature (First Holder)

(Second Holder)

AND

Whereas I / We maintain a beneficial owner account (s) ("the said account ") mentioned above with Adinath Stockbroking Pvt. Ltd. at its corporate office located 1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203.

And Whereas I am an investor engaged in buying and selling of securities through ADINATH STOCKBROKING PVT. LTD., a member of NATIONAL STOCK EXCHANGE and BOMBAY STOCK EXCHANGE, bearing SEBI registration no. INB 231280539 and INB 011280535 respectively.

And Whereas due to exigency and paucity of time, I am desirous of appointing an agent/attorney to operate the aforesaid beneficiary account on my behalf for a limited purpose in the manner hereinafter appearing:

NOW KNOW ALL AND THESE PRESENTS WITNESSTH THAT I / WE THE ABOVE NAMED DO HEREBY NOMINATE, CONSTITUTE/ AND APPOINT **ADINATH STOCKBROKING PVT. LTD.** as my / our true and lawful attorney (hereinafter referred to as the attorney) for me / us and on my / our behalf and in my / our name to do instruct the aforesaid Depository Participant to debit securities and/or to transfer securities from the aforesaid account for the purpose of delivering the same to the clearing house of the recognized stock exchange toward any segment in respect of securities sold by me through them in the following account.

BSE

NSE

NSDL POOL ID	: 10496368 CM - BP ID: IN516141
CSDL POOL ID	: 12055200 00003474
EARLY PAYIN ID	: 1100001100018159

NSDL POOL ID : 10513810 CM - BP ID-IN655621 CSDL POOL ID : 12055200 00000946 EARLY PAYIN ID : 110000100 0014670

This authority is restricted to the the transfer of securities held in my / our beneficial owner account (s) towards the stock exchanges related margin / delivery obligations arising out of trades executed by me / us on the stock exchanges through Adinath Stockbroking Pvt. Ltd.

✓

While accepting to be my/our attorney, for the limited purposes, as mentioned herein, Adinath Stockbroking Pvt. Ltd. acknowledges that it would return to me/us, the securities that may be received by it erroneously or those securities that it was not entitled to receive from me/us.

Further Adinath Stockbroking Pvt. Ltd. is authorized to send to me / us consolidated summary of my / our scripwise buy and sell positions taken with average rates, by way of SMS / email on the days of any transaction in my / our account, notwithstanding any other document to be disseminated as specified by SEBI from time to time.

Further this Power of Attorney can be revoked by me/us at any time, at will, in relation to the future transactions; however the same shall be subject to me/us clearing our dues to Adinath Stockbroking Pvt. Ltd..

This document shall be subject to the jurisdiction of the Courts in Mumbai.

I/We further agree and confirm that the powers and authorities conferred by this Power of Attorney shall continue until I/We have given to the Depository Participant advance notice in writing to the contrary.

(Signed, sealed and delivered))
By the within named Mr. / Mrs.) 1 🗸
(First Holder))
(Signed, sealed and delivered))
By the within named Mr. / Mrs.) 2 🗸
(Second Holder))
Signed, sealed and delivered))
By the within named Mr. / Mrs.) 3 🗸
(Third Holder))
In the presence of (witness) -1)
Mr. / Mrs)
Witness address	
(Witness)	
In the presence of (witness) -2)
Mr. / Mrs)
Witness address	
(Witness)	
We accept the above the Power Attorney	
For Adinath Stockbroking Pvt. Ltd.	
Authorised Signatory	

Annexure I DECLARATION TO BE GIVEN BY PARTNERSHIP ON LETTER HEAD OF THE FIRM.

To,

Adinath Stockbroking Pvt. Ltd.,

1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203.

Dear Sir,

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

We recognize 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 obligation pursuant to the trading operations, we authorize you to recognize the beneficiary account No. ______ with Depository ______ having DP ID opened as a joint account in the names of the partners of the firm.

We agree that the obligations for shares purchased and or sold by the firm will be handed and complied through transfers to / from the above mentioned account. We recognize and accept transfers made by you to the beneficiary account as complete discharge of obligation by you in respect of traders executed in the above trading account of the firm.

Thanking you,

Yours faithfully,

For M/s. __

Name (s)	Signature (s)

(Signed by all Partners of the Firm)

Annexure – II DRAFT AUTHORITY LETTER IN FAVOUR OF MANAGING PARTNER (S)

(To be obtained on pre-printed Letter head of firm-only in case of Partnership Firm)

We the partners of M/s	_, a partne	ership firm, having its office	eat
office address	, city	state	trading account in Currency
segment on behalf of the firm M/s		with the 1	rading Member M/s. Adinath
Stockbroking Pvt. Ltd. for sale and purcha	se of shar	es/debentures/derivative	e instruments in Capital market
segment and Future and Options segment an	nd Retail D	ebt Market Segment and	Currency Derivatives segment
or any other segment that may be introduced	by NSE / E	BSE / MCX-SX or any oth	ner Exchange in future. He/she/
they is/are authorized on behalf of the firm t	to deal in	equities, F&O, debentur	es, debt products and the said
Trading Member is hereby authorized to honor	all instruct	ions oral or written, given	on behalf of the firm by him/her/
them.			

Mr/Mrs _________ is authorized to sell, purchase, transfer, endorse, negotiate documents and/ or/ otherwise deal through Adinath Stockbroking Pvt. Ltd. on behalf of the firm **M/s.** _______. He/she/they is/ are also authorized to sign, execute and submit such applications, undertaking, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose.

However any partner/authorized signatory (ies) can issue cheques from bank account(s) in favour of **M/s. Adinath Stockbroking Pvt. Ltd.**, for credit to share trading account of the firm with **M/s. Adinath Stockbroking Pvt. Ltd.**, even through his/her/their signatures may not be available on the records of **M/s. Adinath Stockbroking Pvt. Ltd.**. These cheques may either be from the account of partnership firm or individual account, the said amount so given shall be solely / exclusively for the account of the firm maintained with **M/s. Adinath Stockbroking Pvt. Ltd.**

For	For
1. Partner (Signature)	2. Partner (Signature)
For	For
3. Partner	4. Partner
Date :	
Place :	

Annexure – III FORMAT OF DECLARATION TO BE GIVEN BY CORPORATES ON THEIR LETTERHEAD

To,

Adinath Stockbroking Pvt. Ltd.,

1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203.

Dear Sir,

We hereby certify that the following resolution of the Board of Directors of	was	duly
passed at the Board meeting held on		

That

- 1. The Company is empowered to deal in equities, derivatives, debentures and currency derivatives products and agrees to the terms & conditions of M/s. Adinath Stockbroking Pvt. Ltd. as per the Member Client Agreement and the allied documents forming part of the Client Registration Kit.
- 2. M/s. Adinath Stockbroking Pvt. Ltd. is hereby authorized to act on the oral or written instructions of any or more of the following persons:

Name (s)	Signature (s)

/		
	Signature of Chairman / Director	

Date : _____

Place : _____

Annexure - IV FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATES ON LETTER HEAD OF THE COMPANY

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS
OF M/S. ______AT ______AT ______HELD ON
_____DAY OF _____20__AT _____A.M./P.M.

RESOLVED THAT the Company be registered as Client with **M/s. Adinath Stockbroking Pvt. Ltd.** a Trading member of the National Stock Exchange of India Ltd. (NSE), a Member of Bombay Stock Exchange Ltd. (BSE) and Member of MCX Stock Exchange Ltd. (MCX-SX) for the purpose of dealing in equities, derivatives, debentures and currency derivatives products and the said Member be and is hereby authorized to honor instructions oral or written, given on behalf of the Company by any of the under noted authorized signatories.

Sr. No.	Name	Designation
1.		
2.		
3.		
4.		

who are authorized to sell, purchase, transfer ,endorse, negotiate and/ or otherwise deal through M/s Adinath Stockbroking Pvt. Ltd. on behalf of the Company.

RESOLVED FURTHER that MR._____ and/ or Mr._____ Directors of the Company be and are hereby authorized to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to give affect to this resolution.

AND RESOLVED FURTHER THAT, the Common seal of the Company be affixed, wherever necessary, in the presence of any Directors or any one director and Company Secretary, who shall sign the same in token of their presence.

For_____Ltd.

Director.

(Signature to be verified by the Banker)

Specimen Signature of the Authorized Persons

Sr. No.	Name	Signature
1.		
2.		
3.		
4.		



ADINATH STOCKBROKING PVT. LTD.

1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, JALNA-431203 Phone : 02482-243333/243444/243555 Fax : 02482-234666 Email : dpinfo@adinathonline.com / acinfo@adinathonline.com URL : www.adinathonline.com

DP ID - 12055200

APPLICATION FOR OPENING AN ACCOUNT

Non-Individuals

Date : d d m m y	/ / / /	ent - ID be filled by	/ Participant)													
We request you to open a depository account in our name as per the following details : (Please fill all the details in CAPITAL LETTERS only)																
TYPE OF ACCOUN	іт															
Body Corporate	Banks	5	Trust] OCI	В				□ FI	I				
FI	СМ		Clearir	ng House	e [] Oth	er (\$	Speo	cify)							_
CLIENT DETAILS Name of Corporate /Firm Registered Office Address Correspondence Address (if different)											Cod					
Company Pan No.				phone N	o									Yes	i N	lo
Fax Number				o. No.							SMS	ь тас 	liity			_]
ROC Registration N	0.															
Date of Incorporatior	d [d [m[m]	уууу				ROC	Re	gistr	atior	n date	d	d n	n m	уу	y y	У

CLEARING MEMBER DETAILS (to be filled up by Clearing Members only)

Name of Stock Exchange																	
Name of Cleaing Corporation	า																
Cleaing Member ID																	
Trading ID																	
SEBI Registration No.																	
Trade Name																	
CM-BP-ID (To be filled up by Participant	t)																

SOLE/FIRST HOLDER

	1R.	□ MRS.	□ MIS	S		THEF	2		SUF	FIX			
First Name													
Middle Name													
Last Name													
Father's/Husba	nd's Name	FIRST	NAME	MIDD		N/	M	E I		SIT	A	ME	_
Correspondence	e Address												
Landmark					C	City ∟							
PIN		State			Count	ry							
TEL			Mobile			F	ax						
E-mail													
Permanent Add													
(if different from c	orrespondenc	ce add)											
Landmark					L Cit	y							
PIN		State			Count	ry							
Date of Birth		Y Y Y PAN	No.			Марі	in Co	de					
Nature of Busin	ess												
(Products / Ser	vices Provic	led)											
I.T. Circle/Ward	/District												
	INDIAN vice Professional Retired	OTHERS Central G Business Housewife	ovt. State G		EIY ublic/Pr elf Emp CIFY)	loyed			Male NGC		nale itory		ody}

SECOND HOLDER

TITLE 🗆 MR.	□ MRS.				
First Name					
Middle Name					
Last Name					
Father's/Husband's	Name FIIRST	NAMEMI	DDLE NA	MELLASTI NAME	
Correspondence Ad	ddress				
Landmark			City		
PIN	State		Country		
TEL		Mobile	Fa	XI XI	
E-mail					
Permanent Address					
(if different from corres	spondence add)				
			City		
PIN	State		Country		
Date of Birth DD	M M Y Y Y Y PAN N	No.	Mapin	Code	
Nature of Business					
(Products / Service	s Provided)				
I.T. Circle/Ward/Dis	trict				
Nationality	IDIAN 🗌 OTHERS	PL SPEC	F Y	Sex 🗌 Male 🗌 Female	
Occupation Service	essional ¹ 🗌 Business	Student	Public/Private S Self Employed PECIFY)	Sector 🗌 NGO 🗌 Statutory Bo	ody}

THIRD HOLDER

TITLE 🗆 MR.	□ MRS.				
First Name					
Middle Name					
Last Name					
Father's/Husband's Name	FIRST	NAME MII	DDLE NAM	MELAST	NAME
Correspondence Address					
Landmark			City		
PIN	State		Country		
TEL		Mobile		Fax	
E-mail					
Permanent Address (if different from corresponde	nce add)				
PIN	State		Country		
Date of Birth DDMM		No.	Mapin	Code	
Nature of Business					
(Products / Services Prov	rided)				
I.T. Circle/Ward/District					
Nationality 🗌 INDIAN	OTHERS	PL SPEC	IIFIYI S	ex 🗌 Male 🗌	Female
Occupation Service	{	Student] Public/Private Se] Self Employed PECIFY)		Statutory Body }

IN CASE OF CORPORATES/FIIS/OCBS/OTHERS (as may be applicable)

in orde of our oral control of the application of t	
Foreign Address	
Landmark	
PIN State Country_	
TEL Mobile	Fax
E-mail	
Indian Address	
Landmark	
PIN State Country	
TEL Image: Mobile	Fax
E-mail	
RBI Reference No.	
RBI Approval Date	
SEBI Registration	

ACCOUNT STATEMENT REQUIREMENT (PLEASE SELECT) :

DAILY	EEKLY
-------	-------

- FORTNIGHTLY
- MONTHLY
 - QUARTERLY

DIGITAL (E-MAIL)

BANK ACCOUNT DETAILS

Bank Name (through which transac	tions will be routed)						
Branch Address							
Account Number			M	ICR No		(9 di	git code)
RTGS/NEFT/IFSC							
Account Type	Savings Curre	ent	Others				

Please provide any one of the following

a) Photocopy of the cancelled cheque having the name of the Account Holder when	e the cheque book is issued	
b) Photocopy of the Bank Statement having name and address of the BO and not m	nore than 3 months old	
c) Photocopy of the Pass Book having name and address of the BO		
d) Letter from the Bank showing details of Account.		
Note : In case of option b), c) and d), MICR Code of the branch should be present / should be self certified by the BO.	mentioned on the document and it	
Do you wish to receive dividend / interest directly in to your bank account giv	en above through ECS? 🗌 Yes 🛛 I	١o
Standing Instructions		
I/We authorise you to receive credits automatically into my / our account.	🗌 Yes 🔄 No	
Account to be operated through Power of Attorney (PoA)	🗌 Yes 🔄 No	
Annual Income In Rs. <a> < 1 LAC <a>1 - 5 LACS <a>5 - 10 LACS	10-25 LACS > 25 LAC	s

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

	SOLE/FIRST HOLDER		SECOND HOLDER		THIRD HOLDER
	PASSPORT SIZE PHOTOGRAPH ONLY		PASSPORT SIZE PHOTOGRAPH ONLY		PASSPORT SIZE PHOTOGRAPH ONLY
(please sign across the photograph in black ink)	3.5 cm x 3.5 cm	(please sign across the photograph in black ink)	3.5 cm x 3.5 cm	(please sign across the photograph in black ink)	3.5 cm x 3.5 cm
SIGNATURE		SIGNATURE		SIGNATURE	
Name		Name		Name	
Designatior	n	Designation		Designatio	n

Firm Name

In case of Firms, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc. although the account is opened in the name of the natural persons, the name of the Firm, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned above.

DETAILS OF INTRODUCTION BY EXISTING DEMAT ACCOUNT HOLDER

Introducer's Name :	
DP ID :	Client ID :
Signature of the Introducer 🗸	Verified Signature of the DP Official
Details of introduction by a Bank Official (BO)	
Name/Designation :	
Bank Name/Branch :	

Additional Details

SMS Alert Facility	□ Yes MOBILE +91	□ No
easi	 ☐ Yes. If yes, please contact your DP for details (Facility through CDSL's website : www.cdslindia.com wherein a BO can view his ISIN balances, transactions and value of the portfolio online.) 	□No

Declaration

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

Authorised Signatories (Enclose a Board Resolution for Authorised Signatory)

Sole / First Hold	ler	Name	Specimen Signature with seal
First Signatory			
Second Signatory			
Third Signatory			
Other Holders			
Second Holder			
Third Holder			

Proof of address of the Corporate : (Please provide any of the following)

- 1. Documents registered with ROC.
- 2. Acknowledge copy of latest IT return.
- 3. Bank Statement.
- 4. Leave / Licence Agreement / Agreement of Sale

Notes

- 1. In case of additional signatures, separate annexures should be attached to the application form.
- 2. Following documents may be accepted as proof of identity/proof of address :
 - i. Memorandum & Articles of Association (MOA & AOA), board resolution for opening demat account and the list of authorised signatories alongwith their specimen signature and photographs, etc.
 - ii. Introduction by an existing account holder or by the applicant's bank.
 - iii. Proof of address of the corporate evidenced by the document registered with Registrar of Companies or acknowledged copy of Income Tax Return or Bank Statement or Leave and Licence agreement/Agreement for sale.
- 3. Thumb impressions and signatures other than English or Hindi or any of the other language not contained in the 8th Schedule of the constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate.
- 4. Strike off whichever is not applicable.

Additional Financial Details

Financial Status4	
Nature of Business	

I/We have read the DP-BO agreement (DP-CM agreement for BSE/Exchanges Clearing Member Account) including the schedules thereto and the terms & conditions and agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time. I/We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/We further agree that any false/misleading information given by me/us or suppression of any material information will render my account liable for termination and suitable action.

Signatures 🗸	First Holder	√	Seco	ond Holder	1	Third Holder
Internal Ref. No. Demat Account	 No (To be filled by DP)			Branch Code _ Branch Name _		

Agreement between a Participant and a Person Seeking to open a Beneficial Owner's Account

This Agreement made and entered into at this day of 20 between ADINATH STOCKBROKING PVT. LTD. having its office	
at 1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203. hereinafter called " the Participant " of the One Part; AND (description of the legal entity)	
1)having address at	
2)having address at	
3)having address at	

Signature (Third Holder)

Signature (First Holder)

Signature (Second Holder)

hereinafter called "the Beneficial Owner" of the other part.

WHEREAS the Beneficial Owner is desirous of opening a beneficial owner's account with the Participant and the Participant has agreed to open an account in the name of the Beneficial owner and render services to the Beneficial Owner as a participant, on the terms and conditions recorded herein below;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

General Clause

 The Parties hereto agree to abide by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Bye Laws and Operating Instructions issued by CDSL from time to time in the same manner and to the same extent as if the same were set out herein and formed part of this Agreement.

Fees, Charges and Deposits

2. The Participant shall be entitled to change or revise the fees; charges or deposits from time to time provided however that no increase therein shall be effected by the Participant unless the Participant shall have given at least one month's notice in writing to the Beneficial Owner in that behalf. In case the Beneficial Owner committing a default in the payment of any such amount payable to the Participant on their respective due dates or within fifteen days of the same being demanded (where no such due date is specified), the Participant shall be entitled to charge interest on the amount remaining outstanding or unpaid '[not exceeding 18%] per annum or part thereof. On such continued default, the Participant after giving two days notice to the Beneficial Owner shall have a right to stop processing of instructions of Beneficial Owners till such time he makes the payment along with interest if any.

Statement of Account

3.1 The Participant shall furnish to the Beneficial Owner a statement of his/its account at the end of every month if there has been even a single entry or transaction during that month, and in any event once at the end of each quarter.

Signatures 🗸		✓		1	
	Sole / First Holder		Second Holder		Third Holder

[The statement of accounts to be provided to the Beneficial Owner under this Agreement shall be in the form specified in Operating Instructions or as communicated by CDSL from time to time.] The Participant shall furnish such statements at such shorter periods as may be required by the Beneficial Owner on payment of such charges by the Beneficial Owner as may be specified by the Participant.

- 3.2 It is agreed that if a Participant is providing the services of issuing the statement of accounts in an electronic mode and if the Beneficial Owner is desirous of availing such services from the Participant, then the Participant will furnish to the Beneficial Owner the statement of accounts under its digital signature, as governed under the Information Technology Act, 2000. Provided however that in the event of the Beneficial Owner requiring a physical copy of the statement of accounts, despite receiving the same in the electronic mode, then irrespective of having forwarded the same via electronic mode, the Participant shall be obliged to provide a physical copy thereof to the BO.
- 3.3 It is agreed and understood between the parties that if the Participant does not have the facility of providing the statement of account in the electronic mode, then the Participant shall be obliged to forward the statement of account only in physical form.]

Beneficial Owner shall intimate change of particulars

4. The Participant shall not be liable or responsible for any loss that may be caused to the Beneficial Owner by reason of his/its failure to intimate change in the particulars furnished to the Participant from time to time, unless notified by the Beneficial Owner.

Depository not liable for claims against Beneficial Owner

5. CDSL shall not be liable to the Beneficial Owner in any manner towards losses, liabilities and/or expenses arising from the claims of third parties or for any fees, charges, taxes, duties, levies or penalties levied, imposed or demanded by any Central, State, statutory or revenue authority in respect of securities credited to the Beneficial Owner's account.

Authorised Representative

6. Where the Beneficial Owner is a body corporate or a legal entity, it shall, simultaneously with the execution of the Agreement furnish to the Participant, a list of officials authorized by it, who shall represent and interact on its behalf with the Participant. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

Closure of Account

7. The Beneficial Owner, may at any time terminate this Agreement by calling upon the Participant to close his/its account with the Participant in the manner and on the terms and conditions set out in the Bye Laws and the procedure laid down in the Operating Instructions. In the event of termination of this Agreement the Beneficial Owner shall either get the securities transferred to some other account or get the same rematerialized.

Stamp Duty

8. Any stamp duty (including interest or penalty levied thereon) payable on the Agreement and/or on any deed, document or writing executed in pursuance hereof between the parties hereto shall be borne and paid by the Beneficial Owner.

Force Majeure

9. Notwithstanding anything contained herein or in the Bye Laws, neither party hereto shall be liable to indemnify or compensate the other for any breach, nonperformance or delay in performance of any obligations under the Agreement or for any harm, loss, damage or injury caused to the other due to causes reasonably beyond its control including but not limited to tide, storm, cyclone, flood, lightning, earthquake, fire, blast explosion or any other act of God, war, rebellion, revolution, insurrection, embargo or sanction, blockade, riot, civil commotion, labour action or unrest including strike, lock-out or boycott, interruption or failure of any utility service, enemy action, criminal conspiracy, act of terrorism or vandalism, sabotage, or intrusion, or any other irresistible force or compulsion.



Service of Notice

10. Any notice or communication required to be given under the Agreement shall not be binding unless the same is in writing and shall have been served by delivering the same at the address set out hereinabove against a written acknowledgment of receipt thereof or by sending the same by pre-paid registered post at the aforesaid address or transmitting the same by facsimile transmission, electronic mail or electronic data transfer at number or address that shall have been previously specified by the party to be notified. Notice given by personal delivery shall be deemed to be given at the time of delivery. Notice given by post in accordance withe this clause shall be deemed to be given at the commencement of business of the recipient of the notice on the third working day next following its posing. Notice sent by facsimile transmission, electronic mail or electronic data transfer shall be deemed to be given at the time of set.

Arbitration

11. The parties hereto shall, in respect of all disputes and differences that may arise between them, abide by the provisions relating to arbitration and conciliation specified under the Bye Laws.

Jurisdiction

12. The parties hereto agree to submit to the exclusive jurisdiction of the courts in MUMBAI.

Governing Law

13. The Agreement shall be governed by and construed in accordance with the laws in force in India.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands/seals to this Agreement in duplicate of the day, month, year and place first hereinabove mentioned.

Signed and delivered by Client	Signed and delivered by Adinath Stockbroking Pvt. Ltd.
Name of First Holder	For Adinath Stockbroking Pvt. Ltd.
Signature 🗸	\otimes
Name of Second Holder	Authorised Signatory
Signature 🗸	Witness Name
Name of Third Holder	Witness Address
Signature 🗸	
Witness Name	
Witness Address	
	Witness Signature
Witness Signature	

To, Adinath Stockbroking Pvt. Ltd.

Dear Sir/Madam,

Deal	Sil/iviauaiti,									
			e any one for this demade, Signatures of	all account hold	lers should be	given on t	his fc	orm).		
			OI	2						
	I/We nominate particulars whe Holders.	the following pe reof are given b	rson who is entitled elow, in the event of	to receive secur the death of the	ity balances lyi sole holder or	ng in my/o the death	our ao of all	ccou the	ınt, Joir	٦t
I/We	the sole/First H	lolder								
	Second H	lolder								
	Third H	lolder								
is en	titled to receive s		5 5 2 0 0 s lying in my/our acc eath of all the Joint H	ount, particulars	reby nominate t whereof are gi		•••			
Nom	inee Details :									
Nam	e of Nominee :									
Addr	ess									
			City:		PIN Cod	de:				
State	e:		Country:		Occupation:					
Tel.			Mobile		Fax					
E-ma	ail ID:									
Rela	tionship with BC) (if any):								
Date	of Birth (If nom	inee is a minor):	d d m m y y y y	Age:						
As th	ne nominee is a	minor as on date	e, I/We appoint follow	wing person to a	act as Guardiar	n:				
Nam	e of Guardian									
Addr	ess									
			City:		PIN Cod	de:				
State	e:		Country:		Occupation:					
Tel.			Mobile		Fax					
	ceive the securit Holders.	ties in this accou	unt on behalf of the n	ominee in the e	vent of the dea	th of the S	Sole H	lold	er /	all
prior	nomination mad		h the Section 109 A d also any testament	ary document e			supe	rsec	le a	ny
Place	e:		Date		ΥΥΥ					
Р	hotograph of Nominee		Photograph of Guardian (In case of Minor Nominee)		Signature of Nominee 🗸					
3.5	5 cm X 3.5 cm	(please sign across the photograph in black ink)	3.5 cm X 3.5 cm	(please sign across the photograph in black ink)	Signature of Guardian ✔					

						N	lar	ne	•								Specimen Signature
Sole/First Holder																1	
Second Holder																1	
Third Holder																✓	

Note : Two witnesses shall attest Signature(s)/Thumb Impression(s).

Details of the Witness

	First Witness	Second Witness
Name of Witness		
Address of Witness		
Signature of Witness ✔		Signature of Witness ✓
Nomination accept	ed and registered vide Registration No.	dated

For Adinath Stockbroking Pvt. Ltd.

 \otimes

(Authorized Signatory)

1. Instructions related to nomination, are as below :

- I. As per SEBI guidelines, nomination has now been made compulsory and advisable. In any case, Beneficial owner/s who do not wish to nominate, should also sign the Nomination form jointly stating that they do not wish to nominate.
- II. The nomination can be made only by individuals holding beneficiary owner accounts on their own behalf singly or jointly. Non- individuals including society, trust, body corporate, partnership firm, karta of Hindu Undivided Family, holder of power of attorney cannot nominate. If the account is held jointly all joint holders will sign the nomination form.
- III. A minor can be nominated. In that event, the name and address of the Guardian of the minor nominee shall be provided by the beneficial owner.
- IV. The Nominee shall not be a trust, society, body corporate, partnership firm, karta of Hindu Undivided Family or a power of Attorney holder. A non-resident Indian can be a Nominee, subject to the exchange controls in force, from time to time.
- V. Nomination in respect of the beneficiary owner account stands rescinded upon closure of the beneficiary owner account. Similarly, the nomination in respect of the securities shall stand terminated upon transfer of the securities.
- VI. Transfer of securities in favour of a Nominee shall be valid discharge by the depository against the legal heir.
- VII. The cancellation of nomination can be made by individuals only holding beneficiary owner accounts on their own behalf singly or jointly by the same persons who made the original nomination. Non- individuals including society, trust, body corporate, partnership firm, karta of Hindu Undivided Family, holder of power of attorney cannot cancel the nomination. If the beneficiary owner account is held jointly, all joint holders will sign the cancellation form.
- VIII. On cancellation of the nomination, the nomination shall stand rescinded and the depository shall not be under any obligation to transfer the securities in favour of the Nominee.

CDSL SMART SMS Alerts Related to Transactions

I/We provide the following information for the purpose of REGISTRATION/MODIFICATION (Please cancel out what is not applicable)

Sole / First Holder's Name	:															
Second Holder's Name :																
Third Holder's Name :																
Mobile Number on which	+91															
Messages are to be sent	(F	Please w	rite only	y the	mob	ile num	ber	witho	ut pre	fixing	g cour	ntry c	ode	or ze	ero	
The mobile number is regis	tered i	n the n	ame o	of 🗌												

(Please write only ONE valid email ID on which communication; if any, is to be sent)

Terms and Conditions-cum-Registration / Modification Form for receiving SMS Alerts from CDSL

Definitions:

In these Terms and Conditions the terms shall have following meaning unless indicated otherwise:

- 1. "Depository" means Central Depository Services (India) Limited a company incorporated in India under the Companies Act 1956 and having its registered office at 17th Floor, P.J. Towers, Dalal Street, Fort, Mumbai 400001 and all its branch offices and includes its successors and assigns.
- 2. 'DP' means Depository Participant of CDSL. The term covers all types of DPs who are allowed to open demat accounts for inventors.
- 3. 'BO' means an entity that has opened a demat account with depository. the term covers all types of demat accounts, which can be opened with a depository as specified by the depository from time to time.
- 4. SMS means "Short Messaging Service"
- 5. "Alerts" means customized SMS sent to the BO over the said mobile phone number.
- 6. "Service Provider" means a cellular service provider(s) with whom the depository has entered / will be entering into an arrangement for providing the SMS alerts to the BO.
- 7. "Service" means the service of providing SMS alerts to the BO on best effort basis as per these terms and conditions.

Availability :

- 1. The service will be provided to the BO at his / her request and at the discretion of the depository. The service will be available to those account holders who have provided their mobile numbers to the depository through their DP. The services may be discontinued for a specific period / indefinite period, with or without issuing any prior notice for the purpose of security reasons or system maintenance or for such other reasons as may be warranted. The depository may also discontinue the service at any time without giving prior notice for any reason whatsoever.
- 2. The service is currently available to the BOs who are residing in India.
- 3. The alerts will be provided to the BOs only if they remain within the range of the service providers service area or within the range forming part of the roaming network of the service provider.
- 4. In case of joint accounts and non-individual accounts the service will be available, only to one mobile number i.e. to the mobile number as submitted at the time of registration / modification.
- 5. The BO is responsible for promptly intimating to the depository in the prescribed manner any change in mobile number, or loss of handset, on which the BO wants to receive the alerts from the depository. In case of change in mobile number not intimated to the depository, the SMS alerts will continue to be sent to the last registered mobile phone number. The BO agrees to indemnity the depository for any loss or damage suffered by it on account of SMS alerts sent on such mobile number.

Receiving Alerts :

- 1. The depository shall send the alerts to the mobile phone number provided by the BO while registering for the service or to any such number replaced and informed by the BO from time to time. Upon such registration / change, the depository shall make every effort to update the change in mobile number within a reasonable period of time. The depository shall not be responsible for any event of delay of message in this regard.
- 2. The BO acknowledges that the alerts will be received only if the mobile phone is in 'ON' and in a mode to receive the SMS. If the mobile phone is in 'Off " mode i.e. unable to receive the alerts then the BO may not get / get after delay any alerts sent during such period.
- The BO also acknowledges that the readability, accuracy and timeliness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. The depository shall not be responsible for any non-delivery, delayed delivery or distr. of the alert in any way whatsoever.
- 4. The BO further acknowledges that the service provided to him/them is an additional facility provided for his/their convenience and is susceptible

to error, omission and/ or inaccuracy. In case the BO observes any error in the information provided in the alert, the BO shall inform the depository and/ or the DIP immediately in writing and the depository will make best possible efforts to rectify the error as early as possible. The BO shall not hold the depository liable for any loss, damages, etc. that may be incurred/ suffered by the BO on account of opting to avail SMS alerts facility.

- The BO authorizes the depository to send any message such as promotional, greeting or any other message that the depository may consider appropriate, to the BO. The BO agrees to an ongoing confirmation for use of name, email address and mobile number for marketing offers between CDSL and any other entity.
- 6. The GO agrees to inform the depository and DID in writing of any unauthorized debit to his BO account/ unauthorized transfer of securities from his 80 account, immediately, which may come to his knowledge on receiving SMS alerts. The BO may send email to CDSL at complaints@cdslindia.com. The BO is advised not to inform the service provider about any such unauthorized debit to/ transfer of securities from their/his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.
- 7. The information sent as an alert on the mobile phone number shall be deemed to have been received by the BO and the depository shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert.
- 8. The depository will make best efforts to provide the service. The BO cannot hold the depository liable for non-availability of the service in any manner whatsoever.
- 9. It the BO finds that the information such as mobile number etc., has been changed with out proper authorization, the BO should immediately inform the DP in writing.

Fees:

Depository reserves the right to charge such fees from time to time as it deems fit for providing this service to the BO.

Disclaimer:

The depository shall make reasonable efforts to ensure that the BO's personal information is kept confidential. The depository does not warranty the confidentiality or security of the SMS alerts transmitted through a service provider. Further, the depository makes no warranty or representation of any kind in relation to the system and the network or their function or their performance or for any loss or damage whenever and howsoever suffered or incurred by the BO or by any person resulting from or in connection with availing of SMS alerts facility. The Depository gives no warranty with respect to the quality of the service provided by the service provider. The Depository will not be liable for any unauthorized use or access to the information and/ or SMS alert sent on the mobile phone number of the BO or for fraudulent duplicate or erroneous use/ misuse of such information by any third person.

Liability and Indemnity:

The Depository shall not be liable for any breach of confidentiality by the service provider or by any third person due to unauthorized access to the information meant for the BO. In consideration of the depository providing the service, the ISO agrees to indemnity and keep safe, harmless and indemnified the depository and its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever which a depository may at any time incur, sustain, suff er or be put to as a consequence of or arising out of interference with or misuse, improper or fraudulent use, of the service by the BO.

Amendments:

The depository may amend the terms and conditions at any time with or without giving any prior notice to the BOs. Any such amendments shall be binding on the BOs who are already registered as user of this service.

Governing Law and Jurisdiction:

Providing the Service as outlined above shall be governed by the laws of India and will be subject to the exclusive jurisdiction of the courts in Mumbai. I/We wish to avail the SMS Alerts facility provided by the depository on my/our mobile number provided in the registration form subject to the terms and conditions mentioned below. Me consented CDSL providing to the service provider such Information pertaining to account/transactions in my/our account as is necessary for the purposes of generating SMS Alerts by service provider, to be sent to the said mobile number.

I/We have read and understood the terms and conditions mentioned above and agree to abide by them and any amendments thereto made by the depository from time to time. I/ we further undertake to pay fee/ charges as may be levied by the depository from time to time.

I / We further understand that the SMS alerts would be sent for a maximum four ISINs at a time. If more than four debits take place, the BOs would be required to take up the matter with their DP.

I/We am/ are aware that mere acceptance of the registration form does not imply in any way that the request has been accepted by the depository for providing the service.

Signatures	~		1		1	
Place :	_	Sole / First Holder		Second Holder		Third Holder
Date :						

Part C - DP Documents

Adinath Stockbroking Pvt. Ltd.

1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203.

Date_____

Dear Sir,

Re : Beneficial Owner (BO) Account No.___

I/We ______ [name(s) of the BO (s) had entered into agreement dated ______ with you at the time of opening of the aforesaid BO account. Pursuant to the amendment in Clause 3 of the agreement (Annexure C to the Bye Laws of CDSL). I/We confirm having opted to receive the statement of accounts pertaining to the above mentioned BO account in electronic mode in lieu of physical copy of the statement of account.

I/We confirm that the dispatch of statement of account to me/us at the following email address shall constitute full and absolute discharge of your obligation under the above agreement to provide me/us with statement of my/our BO account. But, I/we reserve my/our right to receive the physical copy of statement of accounts despite receiving the same in electronic mode, if such a demand is made in writing on you.

[Email address :

I/We confirm that any change in the aforesaid email address or in residential or correspondence address or any other instructions with regard to dispatch/ service of my/our statement of account on me/us shall not be binding upon you unless you are intimated in writing by me/us by acknowledged delivery.

Further I/We hereby agree and consent to accept the Transaction Statement in digital form as per SEBI circular No. MRD/DoP//Cir-27/2004 dated August 16,2004, wherein DPs have been permitted to provide transaction statement, statement of holdings / accounts and other documents to the BOs/ Clients under Digital signature (electronically), as governed under the Information Technology Act, 2000. This instruction to issue digital Transaction statement is applicable with immediate effect. And is subject to the terms and conditions specified below.

- 1. The Depository Participant shall install adequate systems to restrict the access of the transaction statement only to the Client.
- 2. The client shall take the necessary steps to ensure confidentiality and secrecy of the log in name and password.
- 3. Digital Transaction Statement will also be available at our web site **www.adinathonline.com** which can be viewed by Clients by using the username and pass word.
- 4. The digital transaction statement will be archived at an interval of 30 days. If a client intends to view the digital statements for a period prior to 30 days, client may request for the same in writing.
- 5. In case of any failure in system or errors in digital Transaction Statements, Transaction Statements will be issued in physical form, which shall be binding on the Client.
- 6. Discrepancies, if any, should be sent by E-mail to dp support E adinathonline within 24 hours of issuance of digital transaction statement.
- 7. The client is aware that the transaction statement may be accessed by other entities in case the confidentiality/secrecy of the login name and password is compromised
- 8. The client agrees not to receive transaction statement in paper form from the Depository Participant and the documents sent to them in the digital format would be deemed to be in compliance of the provisions of the Regulation 43 of SEBI (Depositories & Participants) Regulations,1996. Provided however that, in case when the Depository Participant is not able to provide Transaction Statement to its Clients through Internet (web-based/email) due to any unforeseen problems, the Depository Participant ensures that the Transaction Statement reaches to the Client in physical form as per the time schedule stipulated in the bye–laws and Business rules of CDSL.
- 9. The Depository Participant and the Client shall have the right to terminate this arrangement after giving a notice of at least 10 days to the either party.
- 10. Non bouncing back of e-mail shall be considered as a valid delivery to the client and Adinath shall not be responsible for consequences thereof.

Thanking you,

Yours faithfully,

	Name	Specimen Signature
Sole/First Holder		
Second Holder		
Third Holder		
DP ID : 12055200	CLIENT ID :	
Part C - DP Doc	uments	85

To, ADINATH STOCKBROKING PVT. LTD. 1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203.

I / We (Trading a/c. holder name			
Registered			
office address			

Maintain a trading account's ("the said account"s) with M/s. ADINATH STOCKBROKING PVT. LTD. a broking company incorporated and registered under the Companies Act, 1956 and having its corporate office at 1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna - 431 203. The said account is at ______ branch.

Sr. No.	Name	Trading A/c.	Exchange Service
			NSE
			BSE

I/We authorize M/s. Adinath Stockbroking Pvt. Ltd. to debit following trading accounts for the services charges payable for maintaining depository accounts. I/We undertake that sufficient balance shall be maintained in the said accounts to facilitate the debiting of service charges. I/We specifically agree and confirm that any matter or issue arising hereunder shall be governed by and construed exclusively in accordance with the Indian law and shall be subject to the jurisdiction of the courts of Mumbai in India.

Signature and Delivered Signature of Trading account holder	Name of witness Address
Name of Trading account holder	Signature of Witness
x	
x	
x	

For Office Use only

Signature tallied by	Dated	_/	/	initial _	

Charge Structure for DP Clients

No.	Particulars	New Charge Structure w.e.f 1st June 2010
1.	Statutory Charges at the time of Account Opening	Rs. 125
2.	Advance / Deposit	Rs. 100 For POA
3.	Account Maintenance	Rs. 400 Individual & 750 Corporate
4.	Demat	Rs. 15 per Certificate + Courier Charges
5.	Remat	Rs. 15 per Certificate + Courier Charges
6.	Transaction (Debit)	Rs. 15 for Delivery given to Adinath & Rs.25 for Others
7.	Pledge Creation	Rs. 30/-
8.	Pledge Creation confirmation	NIL
9.	Pledge Closure	NIL
10	Pledge Closure confirmation	NIL
11.	Pledge Invocation	NIL
12.	Failed instruction charges	Rs. 15/-
13.	Other Charges	Late Transacation Rs. 10 Per Instructions & Rs. 100 Per Instance for Cheque Dishonoured Rs. 25 Per Occasion for Client master Modification.

Remarks Debit balance for more than One Month from bill date will Attract interest @18% Per annum. Charges for Additional DIS Book Rs. 25 and Additional Statement of Holding/Transaction Rs.20. Service Tax would be chargeable as per prevailing Govt rules and regulations. With Effect From 1 June 2010.

Notes :

- 1) The above charges are applicable w.e.f. 1st July 2010
- 3) Any debit balance for more than one month from bill date will attract interest of 18% per annum.
- 4) All the transaction charges calculated would be based on the Price File provided by Depository.
- 5) Clients having Trading Account with Adinath Stockbroking Pvt. Ltd. will be debited DP charges from Trading Account.
- 6) Service tax will be added on above charges, which is currently @ 10.30%.

Signatures	~											/				
		Sole	e / Firs	st Hol	der				Second H	lolder	Third Holder					
							— (P	erfora	ted Card)		 					
(To be filled	l by 🖌	ADIN	ATH S	STOC	KBR	OKI	NG P	VT. LT	D.)							
DP ID	1	2	0	5	5	2	0	0	Client ID							
							Nar	ne					Speci	men	Sign	ature
Sole/First Ho	older											┘✓				
Second Hold	ler											_ ✓				
Third Holder												✓				

Annexure - V SPECIMEN OF BOARD RESOLUTION ON COMPANY LETTER HEAD

Extract of Board Resolution passed in the Board Meeting of ______ dated

_____held at the registered office at ______ of the company.

Resolved that the CDSL. Beneficiary Account be opened in the name of ______with

Adinath Stockbroking Pvt. Ltd. further the following directors/signatures are authorized to operate these account as per the mode of operation mentioned against.

S.No.	Name	Designation	Mode of Operation	Signature
1.				
2.				
3.				
4.				
5.				
6.				

Resolved further that the above directors be and are hereby authorized to execute all the necessary documents that maybe required by DP for opening of the account.

Resolved further that the above Directors be and are hereby authorized to give such undertakings of indemnities as may be required by DP from time to time for the operation of the account.

Resoolved further that any director be and is hereby authorized to forward a copy of this resolution to DP for information and record.

For XYZ Company

Date :

Depository Participant Seal & Signature

RECEIPT
I acknowledge with thanks the receipt of a copy of KYC kit with supporting documents, as per SEBI guidelines conveyed through BSE Notice No. 20080624 dt.24/6/2008 and NSE Circular No. NSE/INSP/2008/67 dt.23/6/2008.
\checkmark
Client's Signature with seal
Name of the Client
Client code :

FOR OFFICE USE ONLY		
UNIQUE CONSTITUENT CODE :		
(To be inserted by ADINATH branch)		
	NAME	SIGNATURE AND DATE
ENTERED BY		
VERIFIED BY (1)		
VERIFIED BY (2)		
AUTHORISED BY		

Running Account Authorization (Renewal Form)

(tear off along the perforated line, and retain with you, to use the same to renew the running account authorization, at the time of renewal, if you wish to renew)

То,	Date :
Adinath Stockbroking Pvt. Ltd.	
1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha,	
Jalna - 431 203.	
Dear Sirs,	
•	rous of renewing the "Running Account Authorization" as issued ccount with you, for further one year, as the same is due to
(strikeout below, as applicable)	
We therefore request you to update modification	ate this authorization in your records accordingly, without any
We therefore request you to update mentioned below.	e this authorization in your records accordingly, with modification
Client's Signature with seal	
Name of the Client	client Code:
Note : This authorization shall be valid on his behalf or any holder of the Power o	only if signed by the client only and not by any authorized person on f Attorney.
I	Please Tear Here — — — — — — — — — — — — — — — — — —
Acl	knowledgement
To Application Sr. No.	be filled in by Client
We hereby acknowledge the receipt of the A	
Name & Address	
along with the enclosures. (Account will be c	opened provided all documents are found to be in order)
	Signature of Adinath Branch Office with Seal

INSTRUCTIONS FOR FILLING UP THE ACCOUNT OPENING FORMS

- 1. Please provide all the information asked for in the form and attach self attested copies of the documents required along with the form.
- 2. Please provide clear, legible copies of the documents.
- 3. Please bring original documents for verification at the time of KYC Form submission.
- 4. Please note that any proof other than mentioned herein would not be accepted.
- 5. All proofs, photographs and signatures on the form should be clearly visible and legible.
- 6. All documentary proofs should be verified with originals and signed and stamped with "Verified with original " rubber stamp.
- 7. All Document, including the account opening form, Member Client Agreement, Tripartite Agreement and Risk Disclosure Document, should be filled properly and completely and signed on all pages by the Authorised signatory.
- If a Client is applying for trading in Derivative (F & O) Segments it is mandatory to provide documentary evidence for financial information which can be any of the following.
 - 1. Copy of ITR Acknowledgement
 - 2. Copy of Annual Accounts
 - 3. Net worth certificate
 - 4. Bank account statement for last 6 months
 - 5. Copy of demat account Holding statement.
 - 6. Any other relevant documents substantiating ownership of assets.
 - 7. Self declaration along with relevant supporting.
- 9. You are advised to read and understand each and every document before signing it. (More particularly MCA & RDD) It is compulsory to sign the applicable mandatory documents. For the voluntary documents, please sign all and / or the relevant document in accordance with the services required by you from the Member.

10. Please note that **Pincode, Telephone / Mobile No. must be provided in the address details by you.**

- 11. Please ensure that your name and signature, among other information, are the same at all places as appearing on your PAN Card.
- 12. Registered office & Correspondance address given in the form should be same as it appears on the address proof.

- 13. Witness name, address must be provided wherever he signs any document.
- 14. All fields are to be filled / answered. Not applicable (N.A.) to be mentioned in the columns not applicable to the clients. Wherever applicable, relevant columns should be tick marked and strike off the portion of KYC forms which is not applicable

15. Provide your e-mail Id if available.

- 16. Please affix full signature together with seal wherever tick (✓) mark is indicated .
- 17. Please avoid overwriting, corrections if any in the documents should be countersigned with full signature. Note : White (correction) ink is not allowed either on the form or on the agreement.
- 18. Signatures other than in English, Hindi or any of other languages not contained in the 8th Schedule of the constitution of India as also thumb impression must be attested by a Magistrate or a Notary Public or Gazetted officer.
- 19. All the documents such as PAN card, address proof should be provided for all Partners/ Directors/Trustees.
- 20. The requirement of the Proof of identity and address of the Introducer are the same as for client.
- 21. The information given here would be kept confidential. However if the information is required by SEBI, by any stock exchange or by any government agency it may be given to them.
- 22. (A) "**Mode of Trading**" means the client decision to deal in securities through the terminal of the Trading Member on the Stock Exchange either on line or off line.

(B) "**Off Line**" means placing of order/s through the sub-broker or directly through the Trading member on the trading terminal situated at the relevant dealing office.

(C) "**On Line**" means placing of order/s on the Internet Trading platform provided by the Trading member through the web site of the Trading Member.

23. A Trading Member or Sub-Broker shall not deal with Adinath Stockbroking Pvt. Ltd. for trading or trading on behalf of the constituents, unless the prior permission of the concerned Exchange in writing is obtained.