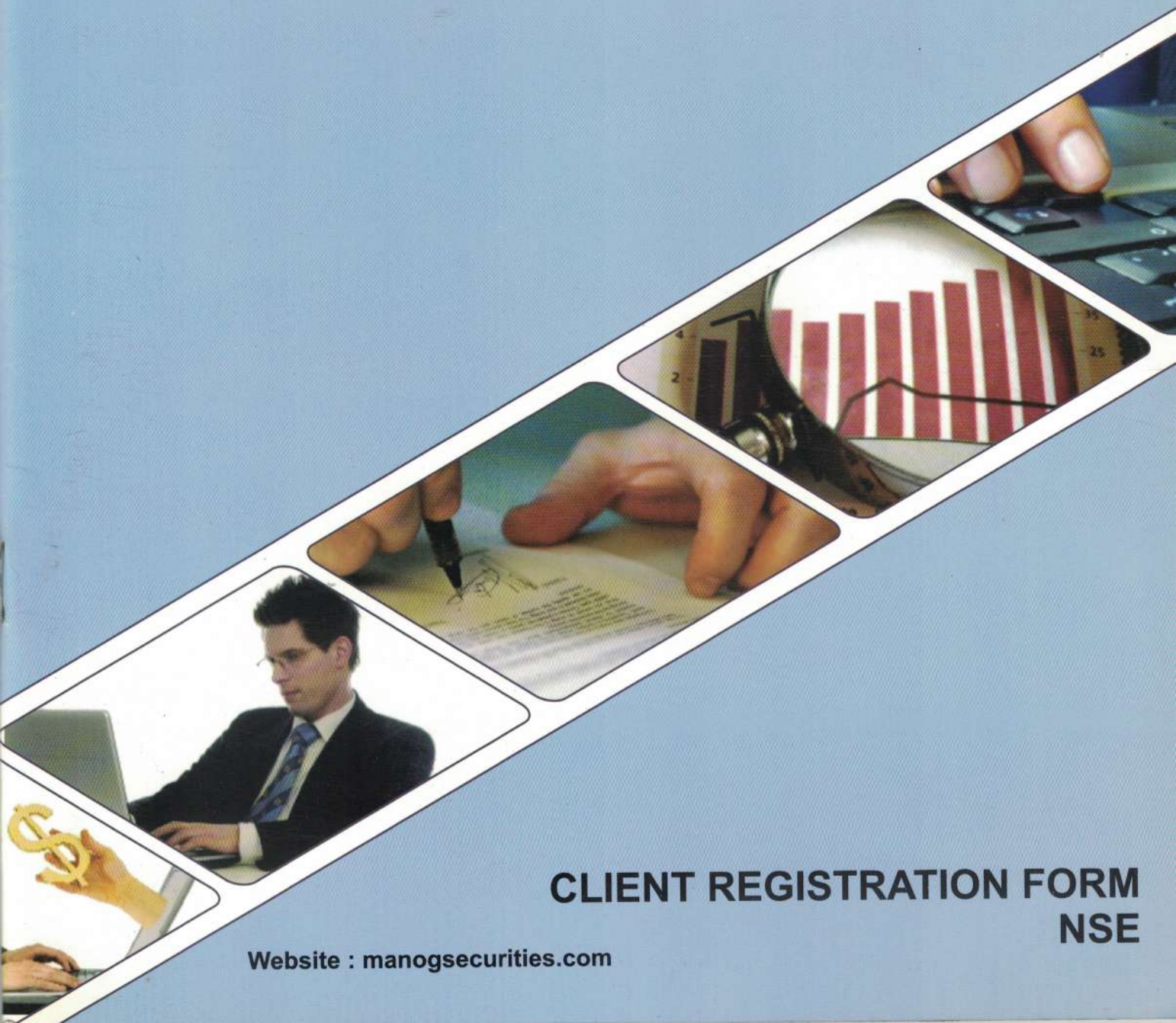


Manog Securities Pvt. Ltd.



**CLIENT REGISTRATION FORM
NSE**

Website : manogsecurities.com

Instructions for Filling Opening Form (Please read carefully before filling the form)

- 1. Please use CAPITAL LETTERS while filling up the Account Opening Form.
- 2. Trading accounts cannot be opened in joint names.
- 3. Client should sign at all the places marked as (س).
- 4. Please affix passport size photographs of the Client/ Constituent/ First Holder / Sole Holder duly signed across, at the space provided.
- 5. Please affix passport size photographs of Second Holder (if any), Third Holder (if any), Nominee (if any) and Guardian of Nominee (if any) duly signed across for depository account.
- 6. Please provide a self attested clear photocopy of PAN Card (MANDATORY).
- 7. Please provide copy of documentary evidence of financial details, if opted for trading in derivatives.
- 8. Please provide a clear self attested photocopy of anyone of the following documents acceptable as Address proof.
 - a) Passport (b) Ration Card (c) Driving Licence
 - d) Voter ID (e) Bank Passbok / Statement
 - f) Latest electricity or landline telephone bill (not more than two months old). Telephone bills of fixed wireless phone (TATA, Reliance and other WLL) and mobiles will not be accepted as address proof.
 - g) Notarized copy of leave and licence agreement/ agreement for sale/rent agreement
(Please provide proof of correspondence address only. All communication shall be sent at the correspondence address of the first/sole holder)
*Note: Computer generated Bank Statement can be accepted as Proof of Address subject to :
 - 1. Original Cancelled cheque required (with duly signed).
 - 2. Bank statement should be printed on the stationery of the bank, carry logo, name & address of the bank.
 - 3. If Bank statement is not printed on bank stationery but is printed on plain paper/computer stationery then it should be duly attested (signed and stamped) by the authorised official of the bank with name & designation of authorised official.
 - 4. The Bank statement should pertain to the latest quarter ending.
- 9. Please provide a clear self attested photocopy of anyone of the following documents acceptable as Bank Proof containing the name of the client/ constituent/ first/sole holder
 - a) Bank Passbook b) Statement (Not more than three month old).
 - c) Cancelled cheque leaf
- 10. Please provide photocopy of Holding/Transaction Statement/ Client master of each of your existing Depository account if not with MANOG.
- 11. In case of NRI, please provide the following additional self attested documents
 - a) Photocopy of permission letter issued by RBI/PIS permission letter from an authorised dealer.
 - b) Verified copies of proofs of both local as well as foreign address.
 - c) Copy of Passport. d) Valid visa or work permit.
 - e) Bank proof- NRE/NRO saving account.
 - f) In - person verification by Indian embassy/MANOG Official.
(In case the client wants that the correspondence should be sent at foreign address then the postage amount would be charged as per actuals)
- 12. Please provide cancelled cheque for MICR verification.
- 13. Please provide an initial cheque in favour of MANOG SECURITIES PVT. LTD. towards account maintenance charges.
- 14. Client/Constituent/ First Holder / Sole Holder needs to fill up all the fields marked with asterix(*). Please note that all the columns of the account opening form are duly filled in and box or space is not left blank. Please strike off the boxes or space, Which are not applicable.
- 15. All original documents shall be required for verification purposes at the time of submission of form.

- 16. In case of address change
Duly Signed Request Letter, ID Proof, Address Proof and Latest Trxn. Statement
- 17. In case of Bank Detail Change
Duly Signed Request Letter, Copy of Cancelled Cheque
- Minor
 - 1. All Documents and Annexure as required for "Individual"
 - 2. Birth certificate of minor.
 - 3. Letter from guardian as per format attached in Annexure - 1
- Proprietorship Firm
 - 1. All Documents and Annexure as required for "Individual"
 - 2. A declaration on the letter head of the firm as per Annexure-4
 - 3. Affix rubber stamp at all places except at the bottom of the declaration in Annexure-4
 - 4. Authority Letters as per Formats in Annexures - 2
- Partnership firm
 - 1. Certified true copy of the Partnership Deed
 - 2. Copy of PAN/Passport/Election ID or Driving License of all Partners/Authorised officials
 - 3. A passport size photograph of all the partners
 - 4. Proof of the Demat Account (it should be joint account where all the partners are signatories)
 - 5. Copy of last Income Tax Return filed
 - 6. Authority letter by all the partners in favor of Managing Partners as per Annexure-5
 - 7. Affix rubber stamp at appropriate places
 - 8. Authority Letters as per Formats in Annexures - 3
 - 9. List of all partners and their residential address
 - 10. Partnership Deed
- HUF
 - 1. Copy of PAN of HUF & Ind. PAN Card + Address Proof of Both
 - 2. Authority Letters as per Formats in Annexures - 4
 - 3. Signature of Karta and all the major co-parceners on the Declaration given in Annexure-7
- CORPORATE ACCOUNT
 - 1. Copy of PAN Card of the company
 - 2. Copy of PAN Card / Passport / Voter ID / Driving License of director / authorized signatories
 - 3. Certified true copy of annual report for the last year.
 - 4. Proof of the Demat account.
 - 5. Verification / attestation of signature of the directors by the bank
 - 6. Copies of the balance sheet for the last 2 financial years (Copies of annual balance sheet to be submitted every year)
 - 7. Copies of the Memorandum & Articles of Association
 - 8. Photographs of whole time directors, individual promoters holding 5% or more, either directly or indirectly, in the shareholding of the company and of persons authorized to deal in securities on behalf of the company.
 - 9. Copy of latest share holding pattern including list of all those holding more than 5% in the share capital of the company, duly certified by the Company Secretary/Whole Time Director/M.D. (Copy of updated shareholding pattern to be submitted every year)
 - 10. Copy of the Resolution of Board of Directors approving participation in equity / derivatives trading and authorizing persons for dealing in securities.
 - 11. Copy of Form No. 32 of the company
- Note:
 - 1. Complete document to be signed by person himself/herself not to be signed by his/ her attorney/ authorised person etc.
 - 2. One Stamp paper required Rs. 50 for NSE, F&O

IN PERSON VERIFICATION

Client ID		Sign of Applicant	 (Sole/First Holder)	 (Second Holder)	 (Third Holder)
Drop Box / Coll, Centre		Date of Verification			
Employee Name		Employee Sign			
employee Code					

INDEX

DECLARATION PURSUANT TO NATIONAL STOCK EXCHANGE OF INDIA CIRCULAR BEARING REFERENCE NO. NSE/INSP/2006/52 DATED 5th JULY, 2006 READ WITH SEBI CIRCULAR BEARING REFERENCE NUMBER MIRSD/SE/Cir-19/2009 DATED 3rd DECEMBER, 2009

MANDATORY DOCUMENTS

S. NO.	DOCUMENT DESCRIPTION	PAGE NO.
1.	Application For Client Registration - Individual	1-3
2.	Application For Client Registration - Corporate	4-6
3.	Member - Client Agreement - NSE	7-9
4.	Tripartite Agreement Between Stock Broker, Sub-broker And Client -NSE	10-13
5.	Company Policy And Procedures	14
6.	Combined Risk Disclosure Document (NSE)	15-17
7.	Investors' Rights And Obligations : Annexure - 1	18-19
8.	Disclosure to Client (Declaration For Pro Trades)	19

NON - MANDATORY DOCUMENTS

S. NO.	DOCUMENT DESCRIPTION	PAGE NO.
9.	Supplementary and Voluntary Agreement	20-28
10.	Member - Client Agreement For Internet Trading - NSE	29-30
11.	NSE - MFSS Facility	31-32
12.	Letter of Authority	33-34
13.	Running Account Authorisation	35
14.	Authorisation For Electronic Contract Notes	36
15.	Verbal Order Acceptance Authorisation	37
16.	Authorisation	37
17.	Pledge Authorisation	38
18.	Standing Instructions	38
19.	Authorisation	39
20.	Declaration For Delivering Trade Confirmations Via SMS	40
21.	Declaration For Vernacular Language	40
22.	Annexure - 1 (To be Given By Guardian)	41
23.	Annexure - 2 Declaration by Firm (Sole-Proprietorship)	42
24.	Annexure - 3 Authority Letter in Favour of Managing Partner (s) Partnership	43
25.	Annexure - 4 Declaration by Karta & All Co-Parceners in case of HUF Account	44
26.	Addendum to the Client Registration Form / Key Information and Acknowledgement From Client	45
27.	Format of Board Resolution to be Furnished on Letter Head of The Company	46
28.	Adjustment of Balances in Family Accounts	47
29.	Documentary Evidence of Financial Details to Trade in Derivatives Segment	48
30.	Brokerage Slab	48

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



APPLICATION FOR CLIENT REGISTRATION - INDIVIDUAL



Manog Securities Pvt. Ltd.

Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070
 Tel.: 26124226, 26134595, 26138746, 41783142/43/44/46/47 Fax : 011-26138799
 E-mail: manog@manogsecurities.com Website: www.manogsecurities.com
 Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016 Tel.: 011-26855149, 26856423
 SEBI Registration No.: NSE Cash-INB230793233, NSE F&O-INF230793233
 Clearing Member Future & Options : IL & FS Securities Services Ltd.,
 SEBI Regn. No.: NSE F&O-IMF 231133630

Please affix
your recent
passport size
photograph &
sign across

Note :

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

Name of Client (Mr. / Ms.) :

Date of Birth : Nationality :

S/o / D/o / W/o :

Permanent Account Number (PAN) :

Marital Status : Sex : Male Female

Residence Address :
 (As per address proof attached)

City : State :

Country : Pin Code :

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

Fax : Email :

Residential Status : Resident Indian NRI - Repatriable NRI - Non Repatriable
 Others (Please Specify)

RBI / Authorized Dealer permission No. (If applicable) :

BANK DETAILS

(Through which transaction shall generally be routed)

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

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

DEPOSITORY ACCOUNT DETAILS

(Through which transaction shall generally be routed)

DP Name	DP ID	Beneficiary Name	Beneficiary ID

OCCUPATION DETAILS

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

IF EMPLOYED :

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

IF SELF EMPLOYED / BUSINESS / PROFESSIONAL / OTHERS :

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

FINANCIAL DETAILS

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

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

INVESTMENT / TRADING EXPERIENCE

(Please tick which ever is applicable)

No Prior Experience
Experience in no. of years
 ___ Year(s) in stock ___ Year(s) in derivatives
 ___ Year(s) in other investment related fields (Please Specify)

TRADING PREFERENCE

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

NSE _____

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

Cash Market _____

Derivatives Market _____

All _____

DETAILS OF REGISTRATION WITH OTHER BROKER

Whether Registered with any other : Yes No

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

Broker's Name	Name of Exchange	Client Code
Details of any action taken ever by SEBI/Stock Exchange or any other authority for violation of securities laws/other economic offences If yes, give details (attach annexure if required) In case you have opted for trading in Derivative Segment. Please provide copy of IT return for last 2 years.		<input type="checkbox"/> Yes <input type="checkbox"/> No

REFERENCES

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

Name of Introducer :

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

Employee Code (if introduced by employee)

SEBI Registration Number (if introduced by sub broker)

Any other person (please specify)

Address of Introducer :

PAN No. of Introducer (if any) :

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Signature of Introducer :

Name & Designation of employee :
who interview the client

Signature of employee :

DECLARATION


I hereby declare that all the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting I am aware that I may be held liable for it.

Client's Name :

Date :

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

Place :

Signature : 

APPLICATION FOR CLIENT REGISTRATION - CORPORATE



Manog Securities Pvt. Ltd.

Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070
 Tel.: 26124226, 26134595, 26138746, 41783142/43/44/46/47 Fax : 011-26138799
 E-mail: manog@manogsecurities.com Website: www.manogsecurities.com
 Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016 Tel.: 011-26855149, 26856423
 SEBI Registration No.: NSE Cash-INB230793233, NSE F&O-INF230793233
 Clearing Member Future & Options : IL & FS Securities Services Ltd.,
 SEBI Regn. No.: NSE F&O-IMF 231133630

Please affix your recent passport size photograph & sign across

Note :

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

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

Name of the Company/Firm :

In Corporation :

Date of Commencement of Business :

Nature of Business :

Unique Identification Number :

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

Registered Office Address :

City : State :

Country : Pin Code :

Address for Communication (Please Attach address proof) :

City : State :

Country : Pin Code :

Nationality :

Telephone No. (with STD/ISD Code) :

Mobile :

Fax : PAN :

Email :

DETAILS OF PROMOTERS

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

(Please use separate sheet if more than three)

DETAILS OF DIRECTOR(S)

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

(Please use separate sheet if more than three)

DETAILS OF AUTHORISED PERSONS TO DEAL IN SECURITIES

Sr. No.	Name of Authorised Person (s)	Residential Address
1.		
2.		
3.		

(Please use separate sheet if more than three)

BANK DETAILS

(Through which transaction shall generally be routed)

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

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

DEPOSITORY ACCOUNT DETAILS

(Through which transaction shall generally be routed)

DP Name	DP Id	Beneficiary Name	Beneficiary ID

INVESTMENT / TRADING EXPERIENCE

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

No Prior Experience

Experience in no. of years

___ Year(s) in stock

___ Year(s) in derivatives

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

TRADING PREFERENCE

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

NSE  _____

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

Cash Market  _____

Derivatives Market  _____

All  _____

 _____

DETAILS OF REGISTRATION WITH OTHER BROKER

Whether Registered with any other : Yes No

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

Broker's Name	Name of Exchange	Client Code
Details of any action taken ever by SEBI/Stock Exchange or any other authority for violation of securities laws/other economic offences If yes, give details (attach annexure if required) In case you have opted for trading in Derivative Segment. Please provide copy of IT return for last 2 years.		<input type="checkbox"/> Yes <input type="checkbox"/> No

REFERENCES

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

Name of Introducer :

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

Employee Code (if introduced by employee)

SEBI Registration Number (if introduced by sub broker)

Any other person (please specify)

Address of Introducer :

PAN No. of Introducer (if any) :

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Signature of Introducer :

Name & Designation of employee who interview the client :

Signature of employee :

DECLARATION

I hereby declare that all the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting I am aware that I may be held liable for it.

Client's Name :

Date :

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

Place :

Signature : _____

MEMBER - CLIENT AGREEMENT - NSE

This agreement is made and executed at..... this day of, 20 between: M/s. Manog Securities Pvt. Ltd., a Company incorporated under the provisions of the Companies Act. 1956. being a member Broker of the National Stock Exchange of India Ltd. (NSE) (hereinafter called "the Exchange"), and having its registered office at F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016 and Corporate Office at C-III/3089, Vasant Kunj, New Delhi-110070 (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/F&O Segment his/her heirs, executors administrators and legal representatives/the partners for the time being of the said firm. the survivor or survivors of them and their respective heirs executors administrators' and legal representatives/its successors as the case may be of the One Part

And

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

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

Whereas the trading member is registered as the trading member of the Exchange with SEBI registration number INB230793233 in the Capital Market Cash Segment, SEBI registration number INF230793233 in the Futures and Options Segment of NSE.

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

Whereas the client has satisfied itself, of the capacity of the 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 itself 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 trading objectives 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, Bye-laws and Regulations of the Exchange and circulars issued thereunder and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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

1. The client agrees to immediately notify the trading member in writing if there is any change in the information in the 'client registration form' provided by the client to the trading member at the time of opening of the account or at any time thereafter.
2. The trading member declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
 - a. He has read and understood the risks involved in trading on a stock exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
 - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the 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 amounts outstanding debts etc. and adjust the proceeds of such liquidation / close out if any against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
6. The trading member agrees that the money/securities deposited by the client shall be kept in a separate account distinct from his 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 apprised about trading/settlement cycles delivery/payment schedules any changes therein from time to time and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange.
9. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, 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 delivery norms' even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
12. The 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 relevant stock Exchange(s). In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/ Partner(s)/ proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).
16. The 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 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 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.

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 representatives 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, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
26. The 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 personal authority except as required under any law/regulatory requirements; Provided however that the trading member may so disclose information about its his client to any person or authority with the express permission of the client.

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

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

Signed for and on behalf of Stock Broker :


MANOG SECURITIES PVT. LTD.	
Member : National Stock Exchange of India Ltd. (NSE)	
Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016 Tel.: 011-26855149, 26856423	
Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070	
Tel.: 011-26124226, 26134595, 26138746, 41783142/43/44/46/47	
Fax : 011-26138799	
SEBI Registration Number (Capital Market)	INB230793233
SEBI Registration Number (Derivative Market)	INF230793233
For MANOG SECURITIES PVT. LTD.	
Authorised Signatory	

WITNESS

1.

2.

Signed for and on behalf of Client :

Signature(s) 
Name
Address

WITNESS

1.

2.

Note : All reference to the specific quantity / rate / fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between the parties.

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

This agreement is made and executed at.....
this.....day of.....,20..... between M/s. MANOG
SECURITIES PVT. LTD., a body corporate, incorporated under
the provisions of the companies act, 1956 and having its registered
office at F-7, Ground Floor, Hauz Khas Enclave, New Delhi-
110016 and Corporate Office at C-III/3089, Vasant Kunj, New
Delhi-110070(hereinafter called "the stock broker") which
expression shall, unless repugnant to the context or meaning
thereof, be deemed to mean and include its assigns and
successors in interest and itself in the capacity of a trading member
while trading in the cash segment, as the case may be, of the First
part;

And

Mr./Ms.....

an individual/ HUF / Partnership Firm / Corporate / Body of
Individual whose particulars are given hereunder at the execution
page (hereinafter referred to as the sub-broker) and having his/its
office/registered office at.....

.....which
expression shall, unless repugnant to the context or meaning
thereof, be deemed to mean and include his/her heirs, executors,
administrators and legal representatives/the partners for the time
being of the said entity, the survivor or survivors of them their
respective heirs, executors, administrators and legal
representatives/ its successors, as the case may be, of the Second
Part;

And

Mr./Ms.....

an Individual/a Sole Proprietary concern/a Partnership Firm/a
HUF/a Body Corporate or any other legal entity registered/
incorporated under the provisions of the Indian partnership act,
1932/ the companies act, 1956, whose particulars are given
hereunder at the execution page (hereinafter called "the client")
and having his/its office/registered office at.....

.....which expression shall,
unless repugnant to the context or meaning thereof, be deemed
to mean and include his/her heirs, executors, administrators and
legal representatives/the partners for the time being of the said
firm, the survivor or survivors of them, and their respective heirs,
executors, administrators and legal representatives/its successors,
as the case may be, of the third part;

WHEREAS

1. The stock broker states that it is engaged, in the business of
stock broking and is a Member of The National Stock
Exchange of India (hereinafter referred to as "the stock
exchange") with SEBI registration Number INB 230793233

2. The sub-broker states that:

- a) The sub broker is recognized by The National Stock Exchange of India as a Sub-broker affiliated to the stock broker of the stock exchange with Sub-broker SEBI registration Number (s) as specified in schedule.
- b) The sub-broker is not affiliated to any other stock broker of the same stock exchange,
- c) The sub-broker has the necessary infrastructure like adequate office space, equipment and manpower to effectively discharge his/its activities.

3. The Client is registered with the sub-broker as a client for purpose of availing broking services through the sub-broker affiliated to the stock broker and is desirous of investing/trading in those securities/contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder from time to time. A copy of the Client Registration form is annexed hereto.

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

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

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

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

brokers, the sub-brokers and the clients in general either framed by SEBI or by the relevant stock exchange/clearing corporation and/or any Government Circulars.

3. The stock broker and the sub broker declare that they have brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
 - a. He has read and understood the risks involved in trading on a stock exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
 - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/ Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
 - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
4. The Client agrees to pay to the stock Broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker/the sub-broker renders to the Client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and byelaws of the relevant stock exchange/ SEBI.
5. The stock broker and the sub broker agree that they shall cooperate and help each other in redressing grievances of the client in respect of transactions routed through them and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the clients of sub-broker from the member and vice-versa.
6. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
7. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/ guidelines/Exchanges Rules/Regulations/Bye-Laws and circulars.
8. The stock broker and the Sub-broker agree that each of them shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through them and they shall not jointly or severally do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
9. The stock broker agrees to inform the sub-broker/client and keep them apprised about trading/settlement cycles, delivery/ payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the sub-broker/ client to comply with such schedules/ procedures of the relevant stock exchange.
10. The sub broker will provide assistance to stock broker and client to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
11. The stock broker shall Issue, individually for each client 'of his sub broker, contract notes in the format prescribed by the relevant stock exchange. The sub-broker shall render necessary assistance to his client in obtaining the contract note from the stock broker.
12. The stock broker, the sub-broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
13. The client and the stock broker agree to refer any claims and/ or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
14. The stock broker and the sub-broker hereby agree that they will assist and co-operate with each other in ensuring faster settlement of any arbitration proceedings arising out of the transactions entered into between them vis-a-vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings. In case of an



award against a sub broker, if the sub broker fails to implement the award, the stock broker shall be liable to implement the same and would be entitled to recover the same from the sub broker.

15. The stock broker and the sub-broker hereby agree that all transactions in securities on behalf of the clients of the sub-broker shall be settled by delivery and/or payment, between the stock broker and the client in accordance with the provisions of rules, bye-laws and regulations of the relevant stock exchange on which the transactions took place and subject to the procedures for settlement of transactions laid down by the relevant stock exchange from time to time.
16. Information about default in payment/delivery and related aspects-by a client, including that of a sub broker as a client shall be brought to the notice of the relevant stock Exchange(s) by the stock broker. In case where defaulting sub broker/client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/ Partner(s)/ proprietor as the case may be, shall also be communicated to the relevant stock exchange(s) by the stock broker.
17. The stock broker, the sub-broker or the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties at their respective addresses mentioned below. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case maybe.
18. In the event of sub broker terminating this agreement and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate the agreement by giving a notice in writing of not less than one month.
19. This agreement shall forthwith terminate;
 - (i) if the stock broker for any reason ceases to be a stock broker of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled;
 - (ii) upon the demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or / withdrawal of recognition of the sub-broker by the stock

exchange. Provided however, in such an event, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimate to the stock broker or the stock broker intimates to the client his/its intention to terminate the agreement by giving one month notice in writing.

20. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
21. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result therefrom.
22. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing out shall be charged to and borne by the client.
23. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
24. Where the exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).
25. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.



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

about his client to any person or authority with the express permission of the client.

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

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

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


Signed for and on behalf of Stock Broker :

MANOG SECURITIES PVT. LTD. Member : NSE Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016 Tel.: 011-26855149, 26856423 Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070 Tel.: 011-26124226, 26134595, 26138746, 41783142/43/44/46/47 Fax : 011-26138799 SEBI Regn : INB/INF 230793233
For MANOG SECURITIES PVT. LTD. Authorised Signatory

Signed for and on behalf of Sub-Broker :

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

Signed for and on behalf of Client :

Signature(s)

Name
Address

WITNESS

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WITNESS

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(a) Refusal of Orders for Penny Stocks:

Prudent investing requires investors to make informed decisions based on the information from reliable sources and should not rely on tips, rumors or unverifiable reports. This is particularly true of stocks, which are illiquid, are infrequently traded or have had poor track record in terms of investor servicing and/ or regular listing and providing consistent information to the investors. Some of these can be termed as "Penny Stocks". Our dealing staff has been cautioned against dealing in illiquid stocks/ Penny Stocks and advises investors accordingly. Therefore, company can refuse to execute orders for penny stocks with respect to traded volume and frequency vis-à-vis order of the client.

(b) Setting Up Client's Exposure Limits

Money management and risk management are key ingredients of a good investor. It is important that the client trades/ invests within his financial strength and capacity to benefit from equity markets. The company decides the exposure limits to clients on the basis of assessment of risk with respect to his financial profile and risk appetite. The client is expected to meet their pay-in obligation in respect of funds and securities within the prescribed time limits. The company has absolute right to set the exposure limit, as it considers appropriate for a specific client. The limits in the Derivative segment particularly for futures would be guided by margins applicable on the stock futures as prescribed by the exchanges from time to time. It is also advised that option writing is a skilled area and investors are advised to sell only covered calls.

(c) Applicable Brokerage Rates

The brokerage rates for each segment of the exchanges i.e., capital markets and futures and options segments are specified in the enclosed sheet. The brokerage rates are agreed between the client and the member and are signed off at the time of opening of the account. The applicable brokerage rates are well below the limit as specified by the SEBI.

(d) Imposition of Penalty / Delayed Payment Charges by Either Party

As stated earlier it is the primary responsibility of the client to ensure availability of funds and / or securities in his/ her account to fulfill their obligations towards pay-in of funds and securities as per their trades. The company does not intend to penalize its customers by imposing penalties. However, in case of short pay-in of securities, charges debited by the exchange would be debited to the client account and similarly all auction charges would be debited to the client. Similarly in case of shortage of pay-in of funds the company does not intend to penalize the clients for normal delays. However, in all such cases the company can hold the securities till the time payment for the securities is made. However, any non-payment by a client is likely to impact his credit profile and exposure given to him/her by the company in future adversely. However, in case the delay is more than a week, the client shall be levied penalty. In case of bouncing of cheques, the penalty shall be levied on to the client to restrict the occurrence of such cases by clients willfully. In case of Derivatives segment, all the clients are advised to take care not to trade in stock futures, which are in ban period of the exchange. The member has taken all care to inform its clients on a daily basis, the list of all such stocks. In case the client by mistake

or knowingly trades in the stock, he/ she would be liable for the penalty imposed by the exchange from time to time.

(e) Right to Sell Client's Securities/ Close Positions on Non-payment

It is not the policy of the company to unilaterally decide closing off the position of the client without giving him reasonable time to provide payment against his purchases. However, there may be instances wherein it becomes imperative to square off or close out his position due to non-payment. As stated earlier, the company shall provide all information required for the client to know his payment obligation and make all possible efforts to collect the required sums of money from him. In such cases the Company reserves the right to issue notice of 1-3 days, or such shorter time as the market conditions may warrant in the opinion of the company, to the client, after that the company can take appropriate action. When the company is satisfied that despite reasonable time and effort, the client has failed to fulfill his/her obligation, the company may be constrained to close out his position and intimate the client about the transactions done on his behalf to recover the outstanding amounts. In case of shortfall in margins in Derivatives segment, the positions may be closed out on non-receipt of adequate MTM or exposure margins. The cost, debits and losses would be debited to the client account and the client would be liable to pay the debit balance remaining in the account.

(f) Shortages in obligations arising out of internal netting of trades

In cases of short receipt of shares, which are not part of market obligation of the member, it is advised to the selling client to buy the securities from the market on the next day of the pay-in and deliver it to the buying client. This ensures that the buying client is not penalized as he/ she receives the shares as he/she would have received it from the Auction Pay-out.

(g) 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 company reserves the right not to allow to take further position in Cash or F&O segment, taking into account the client's account position, his financial background, track record, risk perception, market situation and related issues at that point in time. However, the company would always allow a transaction resulting in reduction of exposure or market positions.

(h) Temporarily Suspending or Closing a Client's Account at the Client's Request

It is the prerogative of the client to trade, stay away from the market for some time or close or temporarily suspend operations in his account. The company shall abide by the written instructions of the client in this regard. However, such written instructions shall be applicable to accounts, which do not have any outstanding debits. In case of an outstanding debit, the amount needs to be cleared before instructions for suspension or closure can be made effective.

(i) Deregistering a Client

The company reserves the right to deregister a client without assigning any reason by giving a written notice in the manner prescribed by the exchange from time to time.



turn will hamper better price formation.

1.4 Risk-reducing orders:

Most Exchanges have a facility for investors to place "limit orders", "stop loss orders" etc". The placing of such orders (e.g., "stop loss" orders, or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

1.4.1 A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security.

1.4.2 A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.

1.4.3 A stop loss order is generally placed "away" from the current price of a stock / contract, and such order gets activated if and when the stock / contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the stock reaches the predetermined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a stock / contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

1.5 Risk of News Announcements:

Issuers make news announcements that may impact the price of the securities / contracts. These announcements may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.

1.6 Risk of Rumours:

Rumours about companies at times float in the market through word of mouth, newspapers, websites or news agencies, etc. The investors should be wary of and should desist from acting on rumours.

1.7 System Risk:

High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation.

1.7.1 During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmation.

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 outstanding orders either on the buy side or the sell side, or if trading is halted in a security due to a trading action on account of unusual trading activity or stock hitting circuit filters or for any other reason.

1.8 System/Network Congestion:

Trading on NSE is in electronic mode, based on satellite leased line based communications, combination of various 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 the 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 a trader may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

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

2.1 Effect of "Leverage" or "Gearing" The amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'. Derivative trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in derivatives trading and also trade with caution while taking into account one's circumstances, financial resources, etc. If the price 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 loss) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading next day.



turn will hamper better price formation.

1.4 Risk-reducing orders:

Most Exchanges have a facility for investors to place "limit orders", "stop loss orders" etc". The placing of such orders (e.g., "stop loss" orders, or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

1.4.1 A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security.

1.4.2 A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.

1.4.3 A stop loss order is generally placed "away" from the current price of a stock / contract, and such order gets activated if and when the stock / contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the stock reaches the predetermined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a stock / contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

1.5 Risk of News Announcements:

Issuers make news announcements that may impact the price of the securities / contracts. These announcements may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.

1.6 Risk of Rumours:

Rumours about companies at times float in the market through word of mouth, newspapers, websites or news agencies, etc. The investors should be wary of and should desist from acting on rumours.

1.7 System Risk:

High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation.

1.7.1 During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations.

1.7.2 Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security due to any action on account of unusual trading activity or stock hitting circuit filters or for any other reason.

1.8 System/Network Congestion:

Trading on NSE is in electronic mode, based on satellite/ leased line based communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond the control of and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

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

2.1 Effect of "Leverage" or "Gearing" The amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'. Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in derivatives carry a high degree of risk.

You should therefore completely understand the following statements before actually trading in derivatives trading and also trade with caution while taking into account one's circumstances, financial resources, etc. If the prices move against you, you may lose a part of or whole margin equivalent to- the principal investment amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

A. Futures trading involves daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index. If the index has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading next day.



- B. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the broker/member may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- E. You must ask your broker to provide the full details of the derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2. Risk of Option holders

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

2.3 Risks of Option Writers

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has

assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

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

3. GENERAL

3.1 Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

3.2 Deposited cash and property

You should familiarise yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed, by specific legislation or local rules. In some jurisdictions, property which has been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the member, the same shall be subject to arbitration as per the byelaws/regulations of the Exchange.


- 3.3 For rights and obligations of the clients, please refer to Annexure-1 enclosed with this document.

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

- 3.5 The term 'member' shall mean and include a trading member, a broker or a stock broker, who has been admitted as such by NSE and who holds a registration certificate as a stock broker from SEBI.

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

Name :

Signature :  _____

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

- 1.1 You should familiarise yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the stock market or the broking firm's insolvency or bankruptcy.
- 1.1.1 Please ensure that you have a documentary proof of your having made deposit of such money or property with the member, stating towards which account such money or property deposited.
- 1.1.2 Further, it may be noted that the extent to which you may recover such money or property may be governed by the Bye-laws and Regulations of NSE and the scheme of the Investors' Protection Fund in force from time to time.
- 1.1.3 Any dispute with the member with respect to deposits, margin money, etc., and producing an appropriate proof thereof, shall be subject to arbitration as per the Rules, Byelaws/Regulations of NSE or its Clearing Corporation / Clearing House.
- 1.2 Before you begin to trade, you should obtain a clear idea from your member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
- 1.3 You should exercise due diligence and comply with the following requirements of the NSE and/or SEBI:
- 1.3.1 Please deal only with and through SEBI registered members of the Stock Exchange and are enabled to trade on the Exchange. All SEBI registered members are given a registration no., which may be verified from SEBI. The details of all members of NSE and whether they are enabled to trade may be verified from NSE website (www.nseindia.com).
- 1.3.2 Demand any such information, details and documents from the member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.
- 1.3.3 Furnish all such details in full as are required by the member as required in "Know Your Client" form, which may also include details of PAN or Passport or Driving Licence or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by SEBI/NSE at any time, as is available with the investor.
- 1.3.4 Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of NSE or its Clearing Corporation / Clearing House from time to time, because this may be useful as a proof of your dealing arrangements with the member.
- 1.3.5 Give any order for buy or sell of a security in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the member.
- 1.3.6 Ensure that a contract note is issued to you by the member which contains minute records of every transaction. Verify that the contract note contains details of order no., trade number, trade time, trade price, trade quantity, name of security, client code allotted to you and showing the brokerage separately. Contract notes are required to be given/sent by the member to the investors latest on the next working day of the trade. Contract note can be issued by the member either in electronic form using digital signature as required, or in hard copy. In case you do not receive a contract note on the next working day or at a mutually agreed time, please get in touch with the Investors Grievance Cell of NSE, without delaying.
- 1.3.7 Facility of Trade Verification is available on NSE website (www.nse-india.com), where details of trade as mentioned in the contract note may be verified from the trade date upto five trading days. Where trade details on the website, do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of NSE.
- 1.3.8 Ensure that payment/delivery of securities against settlement is given to the concerned member within one working day prior to the date of pay-in announced by NSE or it's Clearing Corporation / Clearing House. Payments should be made only by account payee cheque in favour of the firm/company of the trading member and a receipt or acknowledgement towards what such payment is made be obtained from the member. Delivery of securities is made to the pool account of the member rather than to the beneficiary account of the member.
- 1.3.9 In case pay-out of money and/or securities is not received on the next working day after date of pay-out announced by NSE or its Clearing Corporation / Clearing House, please follow-up with the concerned member for its release. In case pay-out is not released as above from the member within five working days, ensure that you lodge a complaint immediately with the Investors' Grievance Cell of NSE.
- 1.3.10 Every member is required to send a complete 'Statement of Accounts', for both funds and securities settlement to each of its constituents, at such periodicity as may be prescribed by time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of



receipt thereof, to the member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell of NSE, 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 from time to time.

1.4 In case where a member surrenders his membership, NSE 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, ensure that you lodge a claim with NSE/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 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, ensure that you lodge a claim with NSE within the stipulated period and with the supporting documents.

1.6 Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/Bye-laws and the scheme under the Investors' Protection Fund (IPF) may be payable first out of the amount vested in the Committee for Settlement of Claims against Defaulters, on pro-rata basis if the amount

is inadequate. The balance amount of claims, if any, to a maximum amount of Rs.10 lakhs per investor claim, per defaulter/expelled member may be payable subject to such claims being found payable under the scheme of the IPF.

Notes:

1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a trading member of NSE for the purpose of acquiring and / or selling of securities through the mechanism provided by NSE.
2. The term / member' shall mean and include a member or a broker or a stock broker, who has been admitted as such by NSE and who holds a registration certificate as a stock broker from SEBI.
3. NSE may be substituted with names of the relevant exchanges, wherever applicable.



DISCLOSURE TO CLIENT (DECLARATION FOR PRO TRADES)

To,

Dear Sir / Madam,

Under instruction of SEBI, The National Stock Exchange Ltd.(NSE) has directed all its members to inform their clients whether they engage in proprietary trading in this regard we wish to inform you that we as a company do engage in proprietary Business in the Cash/ F&O Segments of NSE.

Kindly take note of the above and oblige.

Thanking you

Truly Yours

For **MANOG SECURITIES PVT. LTD.**

Authorised signatory

I have read the above letter.



SUPPLEMENTARY AND VOLUNTARY AGREEMENT

(This document is not mandatory as per SEBI/NSE. However the client may sign it voluntarily for operational convenience.)

THIS SUPPLEMENTARY AND VOLUNTARY AGREEMENT is made aton this day theday of20..... by and between : MANOG SECURITIES PRIVATE LIMITED being a Member of National Stock Exchange Of India Limited (NSE) with SEBI Registration Number B 230793233 in the Capital Market -Cash Segment and SEBI Registration Number INF230793233 in the Futures & Options Segment and having its registered office at F-7, Ground Floor, Khas Enclave, New Delhi-110016 and Corporate Office at III/3089, Vasant Kunj, New Delhi-110070 hereinafter referred to as the "Stock Broker" of the ONE PART:

AND
I/We/Myself/Ms/M/san individual \ a sole proprietary concern\ partnership firm \ a body corporate, registered \ incorporated, under the provisions of the Indian Partnership Act, 1932 \ the Companies Act 1956, having his/its residence \ registered office at.....

hereinafter referred to as "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]

WITNESSETH:

WHEREAS the Stock Broker is a Trading Member of National Stock Exchange of India Limited (herein after referred to as "Exchange") and is a registered stock broker with the Securities and Exchange Board of India (hereinafter referred to as SEBI) under certificate of SEBI registration number INB230793233 in the Capital Market - Cash Segment and SEBI registration number INF230793233 in the Futures and Options Segment;

Whereas the Client is desirous of purchasing, selling, investing, trading and/or otherwise dealing in securities (hereinafter referred to as DEALING). For the purposes of this Agreement, the expression "Securities" shall include;

a) "securities" as defined in section 2 (h) of the Securities Contracts (Regulation) Act, 1956 as amended from time to time; and.

b) such other securities and/or instruments (if any), that admitted for dealing on the Exchange as defined in the Rules, Bye-Laws and Regulations of the Exchange and circulars issued there under and which are permitted to be dealt with on the relevant Exchange from time to time.

As the Client has understood, appreciated and assumed all risks associated with "dealing" in various kinds of Securities.

THEREFORE, in consideration of the mutual understanding

as set forth in this agreement, the parties thereto have agreed to the following terms and conditions:

1. STATUTORY RULES, REGULATIONS, PROVISIONS AND OBLIGATIONS :

The provisions of this Agreement and all Dealings, trades, transactions, orders, contracts and/or business between the Stock Broker and the Client, and any issues arising out of such Dealings, trades, transactions, orders, contracts and/or business shall at all times be subject to all applicable law, Government notifications, the Rules Regulations and Guidelines issued by SEBI and the Stock Exchange, as well as the Rules and Regulations of the Clearing House /Clearing Corporation (as the case may be) and any other statutory. Provisions and rules or regulations that may be in force from time to time. The Stock Broker is under no obligation to inform the Client of changes in these rules, regulations and guidelines.

Both the Stock Broker and the Client agree to be bound and to abide by all such applicable law, Government notifications, any Rules, Regulations and Guidelines issued by SEBI, the Rules Bye-laws and Regulations of the Exchange, as well as the rules and regulations of the Clearing House/ Clearing Corporation and any other statutory provisions and rules or regulations (as the case may be).

Neither party shall be responsible/liable, in any manner, for any violation(s) and/or breach (es) committed by the other party in complying with its obligations under applicable law, Government notifications, any Rules, Regulations and Guidelines issued by SEBI, the Rules, Bye-laws and Regulations of the relevant Exchange, as well as the rules and regulations of the Clearing House/Clearing Corporation and any other statutory provisions and rules or regulations (as the case may be).

2. PARTICIPATION :

The Client shall ensure that he/she/it is eligible to enter into this agreement. The Client having agreed to enter into this agreement shall be deemed to have satisfied himself/herself/itself with regard to the eligibility in this respect. During the pendency of this agreement, it shall be the duty of the Client to inform the Stock Broker immediately of the change of constitution, identity by change of name, residential status or any other information as provided by the Client at the time of entering into this agreement.

3. ACTING AS A SUB-BROKER :

The Client agrees that he will not act as a sub-broker without written permission of the Stock Broker and without obtaining certificate of registration from SEBI.



4. AUTHORISED PERSON:

The trading and other instructions for facilitating and carrying out business issued telephonically or through any other means either express or implied by an authorised representative of the Client shall be binding on the Client. The Client hereby authorises his representative(s)or

.....to trade and transact in securities for and on behalf of the Client. In the event of authorised representatives(s) being replaced it shall be the responsibility of the Client to inform the Stock Broker of the change in writing failing which, the Client shall be responsible for the trade obligations arising out of the actions of both the representative(s) old as well as the new representative(s).

If any transaction(s) under this agreement or any other agreement or otherwise with the Stock Broker, has/have been executed on behalf of the Client by any other person, not mentioned above and the same has/have been accepted by the Client from time to time on the basis of the contract note(s) /bill(s)/any other correspondence dispatched / communicated to the Client by the Stock Broker and/or part or full settlement of the said transaction(s) by the Client, then such transaction(s) shall be deemed to be executed by the person authorised by the Client and the Client hereby agrees to ratify and accept all such or other actions of such persons and undertakes to meet all obligations arising from these transaction(s). The Client shall be bound by all the transactions undertaken by the Stock Broker pursuant to the instructions of the above said persons.

5. CLIENT'S UNDERSTANDING OF RISKS INVOLVED IN DERIVATIVES TRADING:

The Client has read, understood, appreciated and signed the Risk Disclosure Documents of the Exchange(s). The Client agrees and declares as follows:

- a) The Client has read the Risk Disclosure Document appended hereto and understood the trading and risks involved in trading in these instruments and shall be wholly responsible for all investment decisions and trades undertaken by him.
- b) The Client shall be bound by the constitutions, by-laws, rules, regulations and customs of the Exchange and the Clearing Corporations.
- c) The Client will pay or receive applicable daily margins. The Client shall deposit with the Stock Broker monies, security or other property, which may be required to open and/or maintain his account with the Stock Broker.
- d) The Client shall not, acting alone or in concert with others, directly or indirectly, hold and control excess number of permitted Derivatives contracts as fixed from time to time by the Exchange.
- e) The Client shall not exercise a long or short position where, acting alone or in concert with others, directly or indirectly the futures contracts as may be fixed from time

to time by the Exchange.

- f) Payment of margins by the Client does not necessarily imply complete satisfaction of all dues.
- g) In spite of consistently having paid margins, the Client may, on the closing of his trade, be obliged to pay (or entitled to receive) such future sums as the market price of an instrument or contract may dictate.
- h) All monies, securities, or other property, which the Stock Broker may hold on the Client's account, shall be held subject to a general lien for the discharge of Client's obligations to the Stock Broker.
- i) The Client authorises the Stock Broker at the discretion of the Stock Broker, should the Stock Broker deem it necessary for the Stock Broker's protection to buy, sell or close out any part or all the derivative contracts held in the Client's account with the Stock Broker. Any or all such incidental expenses incurred by the Stock Broker shall be reimbursed by the Client.

The failure of a Client to understand the risk involved or the failure of a Stock Broker to explain the risk to the Client shall not render a contract as void or void able and the Client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in Derivatives.

6. TRADING MARGINS AND COLLATERAL SECURITY:

The Client shall be liable to pay applicable initial margins, with holding margins, special margins or such other margins or deposit interest-free margins as decided by the Stock Broker or the Exchange, as the case may be, from time to time on the price of securities proposed to be purchased/sold, unless the Client has an equivalent credit with the Stock Broker or the Stock Broker received the securities to be sold with valid transfer documents to the Stock broker's satisfaction prior to sale. The Stock Broker reserves the right, in its sole and absolute discretion to collect additional margins (even though not imposed by the Exchange, the Clearing House/Clearing Corporation (as the case may be) and/or SEBI), and the Client shall be obliged to pay such additional margins to the stock broker within stipulated time.

In the derivatives segment, the Client is liable to pay an initial margin upfront on or before creating a position... Such margin shall be decided upon by Stock Broker or the Exchange from time to time. Furthermore, the Client is liable to pay (or receive) daily margins depending on whether price of the Derivatives contract moves for or against the position undertaken. The Client may also be liable to pay withholding margins, special margins or such other margins as are considered necessary by the Stock Broker or the Exchange from time to time. The Stock Broker is permitted in its sole and absolute discretion to collect additional margins (even though not imposed by the



Derivatives Segment, the Clearing House or SEBI) and the Client shall be obliged to pay such margins.

For derivatives, contracts, the Client agrees that the Stock Broker shall raise bills on regular basis. The Client also agrees to pay an upfront margin at the beginning of each week that will be sufficient to cover the daily margins for the entire duration of the week. If at any time during the week, the cumulative Market to Market (MTM) margin falls short of the margin available in the Client's account, the Client agrees to heed the Stock Broker's additional margin calls. As the upfront weekly margin calls are purely for operational convenience, the Client will ensure that margins are adequate at all times and will immediately make good any shortfall that the Stock Broker may communicate.

In case where the payment by the Client towards the margin is made through a cheque issued in favour of the Stock Broker, any trade(s) would be executed by the Stock Broker only upon realization of the funds of the said cheque or at the discretion of the Stock Broker.

The Client may place margin with the Stock Broker in the form of cash and/or securities as approved by the Stock Broker. Such securities may at the discretion of the Stock Broker be marked as lien in favour of the Stock Broker from the depository account of the Client or such securities may be placed in a separate depository account to be earmarked as margin from the Client.

The Client agrees and authorizes the Stock Broker to determine the market value of securities placed as margin after applying a haircut that the Stock Broker deems appropriate. The Client's positions are valued at the latest Market price available ('marked to market') on a continuous basis by the Stock Broker. The Client undertakes to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the margins, the Client agrees to replenish any shortfall in the value of the Margins immediately whether or not the Stock Broker intimates such shortfall.

Payment of margin by the Client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margin, the Client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate / require.

The Client shall provide an interest free collateral/margin in such proportion and form as may be prescribed by the Stock Broker. The Stock Broker shall be entitled to retain and utilize, at its sole discretion, such collateral/ margin to meet the obligations of the Client arising out of the dealings contracted under this Agreement.

The Stock Broker shall be entitled to charge interest at such rate as may be determined by the Stock Broker in its sole discretion on the debit balance in the collateral/margin account

of the Client. With out prejudice to the foregoing, the Stock Broker shall be entitled to refuse to execute any orders of the Client, until such time as the Client has deposited adequate collateral/margin to the satisfaction of the Stock Broker. The Client agrees that except for the first and exclusive interest created by the Client in favour of the Stock Broker, without the prior written consent of the Stock Broker, it shall not cause and/or allow any collateral/margin deposited with the Stock Broker to be or become the subject matter of any lien or pledge or encumbrances of any nature whatsoever.

All collateral/margin owned by the Client singly or jointly and deposited with the Stock Broker for the purpose of securing the dealings of the Client shall be subject to a continuing security, lien and set off for the discharge and satisfaction of the obligations or liabilities of the Client to the Stock Broker , any agent or sub-broker of the Stock Broker and /or any other individual, partnership, corporation, company, organisation, association , trust or other entity acting for or on behalf of the Stock Broker. The Stock Broker may hold such collateral/ margin until the dues and/or obligation of the Client as aforesaid are fully satisfied and the Client shall remain liable for any deficiency that may arise after applying the proceeds of such collateral margin.

The Client agrees that any securities placed by the Stock Broker as margin may in turn be placed as margin by the Stock Broker with any depository participant, Clearing House/ Clearing Corporation (as the case may be), any custodian or any other authority as authorised for this purpose under applicable law, all or part of the collateral/margins placed by the Client with the Stock Broker as security for the Client's dealing or as collateral/ margin for the purpose of operation of this Agreement, and to do all acts, deeds, things as may be necessary and expedient for placing such securities with the said parties until such time as the Client becomes eligible for delivery or refund (as the case may be) of such collateral / margin.

Without prejudice to the Stock Broker's other rights (including the right to refer a matter to arbitration), the Stock Broker shall be entitled to liquidate / closeout all or any of the Client's positions at its discretion, without any reference or prior notice to the Client, 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 financial losses and charges on account of such liquidation/closeout shall be charged to and borne by the Client and the Stock Broker is hereby fully indemnified and held harmless by the Client in this behalf.

The Client is responsible for all orders, including any orders that may be executed without the required margin in the Client account. 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 margin to the Client, immediately make up the shortfall either through delivery of shares in the event of a sale or credit the required funds through cheque/ pay-order/ demand draft/ account transfer or any other mode.

Any reference in these terms to sale or transfer of securities by the Stock Broker shall be deemed to include sale of securities, which form part of margin, maintained by the Client with the Stock Broker. In exercise of the Stock Broker's right to sell securities under the Agreement, the Client agrees that the choice of specific securities to be sold shall be solely at the Stock Broker's discretion.

Any amendment in the percentage of margins as required to be maintained under this agreement, shall be intimated by the Stock Broker to the Client over telephone or in writing. The Client is required to make replenish the shortfall in such margin, if any, on demand of the same by the Stock Broker.

7. CLOSE OUT

a) In case of Purchases :

In case of purchases on behalf of Client, the Client authorizes the Stock Broker to close out the transactions by selling the securities, in case the Client fails to make full payment to the Stock Broker for the execution of the contract within two days of trade execution before pay-in day (as fixed by Stock Exchange for the concerned settlement period), whichever is earlier, unless the Client already has an equivalent credit with the Stock Broker. The loss incurred in this regard, if any, will be met from the margins/ monies of the Client. The Client agrees to make good the shortfall, if any, immediately on being intimated of the shortfall by the Stock Broker.

b) In case of Sales:

In case of sales on behalf of the Client, the Client authorizes the Stock Broker to close out the contract by effecting purchases if the Client fails to deliver the securities sold with valid transfer documents within two days of the trade execution or before delivery day (as fixed by Stock Exchange authorizes for concerned settlement period), whichever is earlier. Loss on transaction, if any, will be deductible from the margin/ monies of the Client. The Client agrees to make good the shortfall, if any, immediately on of being intimated of the shortfall by the Stock Broker.

c) Liquidation / Insolvency / Death :

In the event of 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, the Stock Broker may with the approval of the Exchange, 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 there from.

8. TRANSACTIONS AND SETTLEMENTS:

The Client's orders and instructions and all contracts, trades and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange provisions and other applicable law. The Client shall be responsible for paying and delivering to the Stock Broker the required funds or Good Delivery Securities within such time to enable the Stock Broker to meet out its obligations to the Exchange or any other authorities pursuant to dealings of the Client. If the Client fails to deliver to the Stock Broker any securities that have been sold by or for the Client, when required by the Stock Broker, then Stock Broker shall be entitled, but not bound to, in its own discretion and at the risk and cost to the Client, borrow or otherwise obtain such securities to enable the Stock Broker to make delivery to the Clearing House/Clearing Corporation, as the case may be.

The Stock Broker agrees to inform the Client and keep him/ her/it apprised about trading/settlement cycles, delivery/ payment schedules, any change 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.

The Client further agrees that:

- a) Unless the Stock Broker otherwise permits, all orders for the purchase and/or sale of securities shall result in delivery of Securities for a sale trade or payment for purchase trade.
- b) The Stock Broker shall not be obliged to deliver any Securities or pay any money to the Client unless and until the same has been received by the Stock Broker from the Exchange or the Clearing House/Clearing Corporation (as the case may be)
- c) Unless the Stock Broker otherwise specifies, and subject to the Stock Broker's rights of set off and other rights, the Securities to be delivered by the Stock Broker to the Client pursuant to the Client's purchase transactions shall be delivered by the Stock Broker to the depository account(s) maintained by the Client (either solely or jointly with another or others) with the Designated Depository Participant and sale proceeds to be paid by the Stock Broker to the Client shall be credited to the current or saving bank account(s) or any funds account maintained by the Client (either solely or jointly with another or others) with the Designated Bank(s) or such other Business Associates as the Broker may nominate for the purpose of maintaining a funds account on or after the pay-out date, as scheduled by the respective Clearing Corporation/Clearing House and as prescribed by the Stock Broker from time to time.



- d) The Stock Broker shall have the right to allocate Securities and money among the Client and other Clients of the Stock Broker in a manner and form that the Stock Broker deems fit where (i) the Stock Broker has a net purchase obligation in respect of the Client and other Clients with the Exchange, but receives a short delivery and (ii) the Exchange is only able to partly receive in auction and partly close out the Securities falling short on behalf of the defaulting party.
- e) The Stock Brokers shall be entitled to offset the purchase value of a purchase transaction of the Client against the proceeds of a sale transaction of the Client.

9. OBLIGATIONS IN THE EVENT OF SHORT SALES:

In the event that the Stock Broker makes a short sale of any Securities on the instructions of the Client and the latter fails to deliver the Securities either, fully or in part, the Stock Broker shall have the express authority, and the Client hereby gives to the Stock Broker such express authority, to buy or otherwise arrange for the Securities in question to meet the obligations arising out of such failure of the Client, without any further reference to the Client. The Client shall be responsible for any loss that may be sustained by the Stock Broker as a result of such failure of the Client.

Notwithstanding the aforesaid, the Stock Broker shall be entitled in its discretion, to effect a short delivery to the Client for a purchase trade, inter alia, where the counter-party, being the seller(s) in the respective transactions, deliver(s) short to the Exchange, and the Exchange is not able to buy-in the Securities falling short on behalf of the defaulting party and therefore, closes out the transaction as per the Rules, Bye-laws and Regulations of the Exchange.

10. ISSUE OF BILLS AND PERIODIC REPORT:

The Stock Broker shall issue a consolidated bill for every settlement period of the Exchange concerned to the Client via mail, e-mail, fax, courier, registered post or otherwise at the postal address, telephone/fax numbers, e-mail addresses intimated by the Client to the Stock Broker. The Stock Broker shall send to the Client periodic reports via mail, e-mail, fax, courier, registered post or otherwise at the postal address, telephone/fax numbers, e-mail addresses intimated by the Client to the Stock Broker reflecting dealings in the Client's account during a settlement period on the Exchange. The Client further agrees to receive contract notes for his/her/its transactions in any form (physical or Electronic) as deemed fit by the Stock Broker. The Client confirms that once the Stock Broker sends the said documents at the Client's e-mail ID, the Client will treat the same as received. In case of any change in the Client's e-mail ID, the client undertakes to intimate the Stock Broker in writing.

The Client understands that it must carefully verify its own record relating to its dealings/payments made and received during a settlement period with the details provided by the

Stock Broker shall be deemed conclusively accurate unless the Client communicates any discrepancies therein within 24 hours of receipt of such report.

The Stock Broker and the Client agree to reconcile their accounts at the end of each quarter with reference to all the Settlements where payouts have been declared during the quarter.

11. TRADE CONFIRMATION:

The Stock Broker shall send the trade confirmation to the Client, in the form of contract note cum bill or otherwise via either mail, e-mail, fax, courier, registered post, oral communication or otherwise at the postal address, telephone/fax numbers, e-mail addresses intimated by the Client to the Stock Broker.

The Client understands that it is his/her/its responsibility to review the trade confirmations, contract notes, bills or statement of account immediately upon their receipt. All information contained therein shall be binding upon the Client, if the Client does not object in writing to any of the contents within twenty-four hours of such intimation/confirmation. In all cases, the Stock Broker reserves the right to determine the validity of the Client's objection to the transaction. The Client agrees that the Stock Broker will not be responsible for the non-receipt of the trade confirmation due to any change in the corresponding address of the Client not intimated to the Stock Broker in writing.

12. ADJUSTMENT OF BALANCES:

- i) The Client or the Member(s) of the Family of the Client (for the purpose of this agreement "Family" shall hereinafter mean all the individuals, group companies, firms, entities and other person as specified by the Client as per authorization executed with the Stock Broker who have consented and agreed that their accounts will be treated collectively) who may be registered as a Client with the Stock Broker and/ or its group and/or associate entities of the Stock Broker unconditionally agree that the account of the client or that of any constituent of the Family refers to and includes any account(s), taken individually or collectively including account(s) opened by the Stock Broker after the signing of this agreement.
- ii) The client agrees and authorizes the Stock Broker to transfer funds and /or securities and /or receive funds on account of his/her/its dealings with other exchange(s) of the Stock Broker group/sister company towards his/her/its obligations to/from other Exchange(s), Clearing House/ Clearing Corporation (as the case may be) of the Stock Broker's group /sister company as and when required as per exigency of business may demand.
- iii) The client authorizes the Stock Broker to set off a part or whole of the collateral i.e. by way of appropriation of the



relevant amount of cash or by sale or transfer of all or some of the securities placed as margin / collateral, and / or any credit in any account of the Client with the Stock Broker, against the outstanding dues in the account of the client under this agreement. The client is aware and has agreed and authorised the Stock Broker to charge interest on the net debit balance of the family accounts. In the case of Nil debit balance after appropriating of the credit balance against the debit balances as mentioned herein above, no interest shall be charged / payable by the Stock Broker.

- iv) The Stock Broker shall debit the interest as calculated above, to the account of the Client or to any constituent of the Family as per the authorisation received in writing from the Family, irrespective of the fact that the account to which the interest is charged has credit balance.
- v) The Client is aware and has agreed that the above interest on the net debit balance shall be calculated on daily product basis and charged on monthly basis to the client's account or the account as authorised by the Family, for the purpose of calculating the margin requirements for granting the trading exposure limits.
- vi) The above interest shall become due and payable at the end of each calendar month or on termination of this agreement as per the provisions in this agreement herein, whichever is earlier.

3. PAY-OUT OF FUNDS/SECURITIES:

In order to facilitate operations, the Client authorizes the Stock Broker to maintain a running account with the Stock Broker, instead of settlement-to-settlement clearance of funds/ securities due to the Client. The payout of fund/securities may be retained by the Stock Broker and no interest shall be payable by the Stock Broker on such funds/securities so retained. The Client agrees that the Stock Broker shall not be liable for any claim for loss or profit, or for any consequential damages caused by retention of such funds/securities under this agreement or otherwise.

On written request of the Client, the Stock Broker may release the funds/securities to its Client, if sufficient margin in respect of his/her/its trading, across the Stock Exchange viz. with other Exchange(s) of the Stock Broker's group/sister company towards his/her/its obligations to/from other Exchange(s), Clearing House/Clearing Corporation (as the case may be) of the Stock Broker's group/sister company are available with the Stock Broker.

SPECIAL FINANCIAL CHARGES AND/OR DELAYED PAYMENT:

Notwithstanding anything contained in these presents, any amounts which are overdue from the Client or a Member of a Client's family towards trading in the cash segment and/or on the dealings made under or pursuant to this agreement and/ or on the balance outstanding payable to the Stock Broker

and/or for any extra service(s) rendered by the Stock Broker and/or for such extra/reasonable costs including legal fees incurred by the Stock Broker for collecting the dues payable by the Client to the Stock Broker, an Exchange, a Clearing Corporation/Clearing House, any agent or sub-broker of the Stock Broker and /or any other individual, partnership, corporation, company, organization, association, trust or other entity acting for or on behalf of the Stock Broker and/or on account of any other reason to the Stock Broker or to any of the Stock Broker's group or associate entities will be charged delayed payment charges at the rate of 2% per month according to Rules, Bye-laws and Regulation of the Exchange and usual customs of the market or such other rates as may be determined by the Stock Broker from time to time. The Client hereby authorizes the Stock Broker to directly debit the same to the account of the Client at the end of each month. The Client also authorizes the Stock Broker to debit charges for depository services to his/her/its trading account.

The Client also agrees that any amount overdue from her/ him/it (including the interest on delayed payment) shall be adjusted by the Stock Broker from dues owned to the Client by any group or associate entities of the Stock Broker. Conversely, any money owned by any group or associate entities of the Stock Broker to the Client shall be offset against the dues owed by the Stock Broker to the Client.

15. INDEMNIFICATION AND DISCHARGE OF OBLIGATIONS AND COMPLIANCE BY THE CLIENT:

The client hereby undertakes to:

- 1) discharge his/her/its obligations with respect to payment for the business done \dealings and \or delivery of Securities, in a timely manner, so as to enable the Stock Broker to meet its obligations, as per the settlement periods of the Exchange, the Clearing House \Clearing Corporation (as the case may be) and \or otherwise; and
- 2) otherwise be fully responsible for (a) deliveries, which are proved to be of fake/stolen/fraudulent Securities; and (b) its dealings, payment and orders.

This client shall also properly discharge his/her/its obligations relating to delivery of Securities by adhering to the necessary compliance provisions of validity discharged transfer forms, Securities in marketable lots and requisite quantity.

The client shall also be liable for all such liabilities as may arise due to non-fulfillment of any obligation by the Stock Broker towards Exchange or any other regulatory authority due to the non-compliance by the client of its obligations to or through the Stock Broker.

The client shall indemnify and keep indemnified the Stock Broker harmless from and against all claims, demands, actions, proceedings, losses, damages, liabilities, charges and \or expenses that are occasioned or may be occasioned to the



Stock Broker directly or indirectly, owing to 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 its dealing \operations on the Exchange.

The Client confirms having read and understood the terms and conditions of the Stock Broker-Client agreement and those relating to various services and products and accepts and agrees to be bound by the terms and conditions including those excluding \limiting the Stock Broker and Exchanges liabilities.

The Stock Broker shall not be liable for refusing to obey orders given by or for the Client with respect to its account(s) with the Stock Broker (including without limitation any Client Account) which has \have been subject to attachment in any legal proceeding or under any applicable law for the time being in force, against the client and Stock Broker shall not be under any obligation to contest the validity of such attachment or sequestration. Further, the Client shall be liable to indemnify the Stock Broker from and against any loss or expense suffered and \or incurred by the Stock Broker as a result of such attachment.

5. RESTRICTIONS\REGULATION OF DEALINGS:

The parties hereto shall mutually decide, from time to time, the volume of business, which, the client may transact during any trading day or any settlement period in relation to exchange. Notwithstanding such an agreement \arrangement between the parties, the Stock Broker shall have absolute discretion to reduce the volume of business of the client or restrict dealings by the client without any prior notice to the client, inter-alia in particular Securities, having regard to

- 1) the volatility in the market;
- 2) in view of impending price sensitive announcements;
- 3) any restrictions in relation to volume of trading / outstanding business or margins stipulated by any exchange;
- 4) political instability in the country;
- 5) presence of any other price sensitive factors;
- 6) failure by the client to maintain the applicable collateral \margin; and \or
- 7) delays by the client in meetings its obligations \dues relating to the business \dealings done under this agreement or pursuant to any other agreement between the Stock Broker and Client.

6. SHARING OF INFORMATION:

The Client agrees to immediately furnish information to the Stock Broker in writing in the event that:

- 1) any winding up petition or insolvency petition, or order or award has been filed or passed against the client;
- 2) any garnishee order has been served upon client or in respect of the client's obligations;

- 3) any litigation has been filed against the Client;
- 4) any order, decree or award is passed against the client, and \or
- 5) any litigation, which may have material bearing on his\her\its capacity, has been filed against him \her \it;
- 6) other event or circumstances occurs that has or is likely to have an adverse effect on the financial position of the Client.

Upon receipt of information from the client as aforesaid, the Stock Broker shall be entitled to take such action (in its absolute discretion) as it may consider necessary in order to protect its own interests, including without limitation liquidating \closing out all outstanding positions of the client. Any and all losses, financial charges and \or incidental expenses incurred by the Stock Broker on account of such liquidation \closing out shall (at the discretion of the Stock Broker), be reimbursed by the client \charged to and borne by the client \deductible by the Stock Broker from the monies and \or client's collateral \margin available with the Stock Broker.

18. CANCELLATION OF TRADE:

Where the exchange cancels trade(s) suo motto all such trades including the trade(s) done on behalf of the client shall ipso facto stand cancelled. There may be insufficient bids or offers or suspension of trading due to price limits or circuit breakers or the electronic trading systems either at the exchange or in the Stock Broker's office are vulnerable to temporary disruption or failures. In the event of such trade cancellation due to such events or vulnerabilities, the Stock Broker shall be entitled to cancel relative contract(s) and \or dealing(s) with the client. At times, due to such unforeseen circumstances the Stock Broker may not be able to execute the desired transactions (either the client own transactions or transactions for enforcing margins as provided in the agreement) on timely basis. The Stock Broker does not accept responsibility for any losses that the client may incur on such eventualities beyond the control of the Stock Broker.

19. TERMS OTHER THAN UNDER THE AGREEMENT:

In addition to the specific terms and conditions stated above, the parties hereto agree to and declare that they will be bound by such terms and conditions as may be agreed by and between them for the conduct of day to day working between them and such other things as may affect the execution of the dealings and activities contemplated hereunder and the incurring of costs for such dealings and activities.

20. LEGAL DISABILITY OR DEATH:

In the event of death, insolvency or liquidation (as applicable) of the Client or the Client otherwise becoming incapable of receiving, paying for, delivering, transferring and/or dealing in Securities which the Client has ordered to be bought, sold or otherwise dealt with, the Stock Broker may close out the



transactions of the Client, and the Client or Client's legal representatives/heirs shall be liable for any, outstanding positions in the securities bought sold or otherwise dealt with by the Client and for any losses or costs in relation to the same. In case of any surplus amount accruing to the account of the Client, the Client or the Client's legal representatives/heirs shall also be entitled to receive such surplus amount. Any order for dealing given by the Client to the Stock Broker shall be binding upon the client or the Client's legal representatives/heirs until actual notification of the death, insolvency or liquidation (as the case may be) of the client is communicated to the Stock Broker. Such communication shall not affect the rights of the Stock Broker under this Agreement. Subject to, and without prejudice to the foregoing, whenever the Stock Broker deems it necessary in its sole discretion and for its own protection, or in the event.

- a) of the Client being judicially declared incompetent.
- b) a petition for bankruptcy/ insolvency or for the appointment of a receiver being filed against the Client.
- c) of the Client making an assignment for the benefit of its creditors; or
- d) of an attachment being levied against the Client, the Stock Broker shall be entitled, regardless of prevailing market quotations, to appropriate any margin/collateral held in the account of the Client with the Stock Broker and/or to sell, in whole or in part any Securities or any other property of the Client held as margin/collateral or otherwise by the Stock Broker or on its behalf.

21. SEVERANCE:

In the event of any provisions of this Agreement being held to be becoming invalid, unenforceable or illegal for any reason, such invalidity, unenforceability or illegality shall attach only to such provision or condition, and this Agreement shall remain otherwise in full force/part from the said provision, which will be deemed deleted. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition was not contained herein. The Stock Broker shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provision to the greatest extent possible.

22. AMENDMENT:

The Stock Broker may from time to time amend the agreement if required, for complying with any change in Statute, Regulation or with the requirements of any competent authority or if required under its policies. The same shall be intimated to the Client by the Stock Broker. In case the Client continues to deal with the Stock Broker subsequent to the intimation of such amendments, it shall be deemed that the Client is agreeable to the new clauses. However the Client has the

right to terminate the agreement through communication in writing subject to the meeting of the financial and other obligations under this agreement.

23. FORCE MAJURE:

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

Any action, omission, suspension of trading, decision or ruling of the exchange, regulatory, government or other body or of any other person which is beyond the Stock Broker's control, or 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 Stock Broker of any telecommunication or computer system.

24. WAIVER:

Any failure and/or delay on the part of Stock Broker to insist on strict compliance/exercise with any of the terms, conditions, provision, powers and/or rights contained in this Agreement or a continued course of such conduct shall at no at no time operate as waiver, in full and/or part, of such terms, conditions, provisions, powers and/or rights. All such powers, remedies and/or rights are cumulative and not exclusive to any other powers, remedies and/or rights that the Stock Broker may otherwise have.

25. NOTICES:

Any notice, communications or information issued under this agreement shall be served in any one or more of all of the following ways and such notice and communication as mentioned herein below shall be served at the ordinary business address and/or ordinary place of residence and/or last known address of the client in any one or of the following;

By post,

By registered post,

Under certificate of posting,

By express delivery post,

By telegram,

By affixing it on the door at the last known business or residential address,

By oral communication, by advertising it in at least one prominent daily news paper having circulation in the area where the last known business or residential address of the Respondent is situated,

By sending a message through trading system,

By a notice posted on the notice board of the Exchange if no address be known,

By electronic mail or fax,

By hand delivery.

Any communication sent by the Stock Broker to the Client



shall be deemed to have been properly delivered or served, even if such communication is returned to the Stock Broker as unclaimed/refused/undelivered, if the same is sent to the ordinary business address and/or ordinary place of residence and/or last known address of the Client, in any one or more of the ways as mentioned herein above.

26. DISPUTE RESOLUTION:

Any claim, dispute or difference arising between the parties hereto of this agreement of 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 Stock Exchange and shall be subject to the Arbitration procedure as prescribed by the Exchange provisions from time to time. The Stock Broker and the Client are aware of the provisions of the Byelaws, Rules and Regulations of the Stock Exchange relating to the arbitration.

The Stock Broker hereby agrees that it shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between them and the client and that it shall be liable to implement the arbitration awards made in such proceedings.

The Stock Broker and the client agree to abide by and award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.

27. SETTLEMENT OF CLAIMS:

In the event of any dispute between the Client and the Client's client(s), the Stock Broker shall not be responsible for any claims claimed by the Client's client and such disputes shall be settled by Client and the Client's client(s).

28. OTHER OPERATIVE CLAUSES:

The Stock Broker will arrange to pay stamp duty on contract notes on a consolidated basis at the end of the month.

29. INTERPRETATION:

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, Bye-laws and Regulations of the relevant Exchange and circulars issued there under.


Headings are used for convenience only and shall not affect the interpretation of this agreement. Any grammatical form of a defined term herein shall have the same meaning as that of such term. 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 Bylaws, Rules and Regulations of the relevant Stock Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this Agreement.

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

Signed for and on behalf of Stock Broker :

MANOG SECURITIES PVT. LTD.	
Member : National Stock Exchange of India Ltd. (NSE)	
Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016 Tel.: 011-26855149, 26856423	
Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070 Tel.: 011-26124226, 26134595, 26138746, 41783142/43/44/46/47 Fax : 011-26138799	
SEBI Registration Number (Capital Market)	INB230793233
SEBI Registration Number (Derivative Market)	INF230793233
For MANOG SECURITIES PVT. LTD.	
Authorised Signatory	

Signed for and on behalf of Client :

Signature(s) 
Name
Address

WITNESS

1.

2.

WITNESS

1.

2.

This agreement is made and executed at.....
 this.....day of.....,20..... between M/s. MANOG
 SECURITIES PVT. LTD., a body corporate, incorporated under
 the provisions of the companies act, 1956 and having its registered
 office at F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016
 and Corporate Office at C-III/3089, Vasant Kunj, New Delhi-110070
 (hereinafter called "the stock broker") which expression shall,
 unless repugnant to the context or meaning thereof, be deemed to
 mean and include its assigns and successors in interest and itself
 in the capacity of a trading member while trading in the cash
 segment and derivatives segment, as the case may be, of the one
 part;

And

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

WITNESSTH :

Whereas the MEMBER is registered as TRADING MEMBER of
 National Stock Exchange of India Ltd. with SEBI Registration No.
 INB230793233, INF230793233

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

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

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

provided.

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

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

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



EXCHANGE end.

- 7. The Stock Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, MEMBER shall be entitled to cancel relative contract(s) with CLIENT.
- 8. The MEMBER shall also send the Order/Trade confirmation slip through E-mail to the CLIENT at his request, within (time period as specified by the Client) from the time of execution of order/trade on the NEAT system, as the case may be. The CLIENT agrees that the information sent by MEMBER by E-mail is deemed to be a valid delivery of such information by the MEMBER.
- 9. The CLIENT is aware that the MEMBER has provided on the web site a facilities for reconfirmation of orders, which are larger than that specified by the MEMBER's risk management, by the MEMBER and is also aware that the

MEMBER has the discretion to reject the execution of such orders based on his risk perception,


- 10. The Member and the Client are aware of the provisions of Bye-Laws, Rules and regulations of the Exchange relating to resolution of disputes/differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions.
- 11. All trades, transactions and contracts are subject to the Byelaws, Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.

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

Signed for and on behalf of Stock Broker :

MANOG SECURITIES PVT. LTD.	
Member : National Stock Exchange of India Ltd. (NSE)	
Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016 Tel.: 011-26855149, 26856423 Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070 Tel.: 011-26124226, 26134595, 26138746, 41783142/43/44/46/47 Fax : 011-26138799	
SEBI Registration Number (Capital Market)	INB230793233
SEBI Registration Number (Derivative Market)	INF230793233
For MANOG SECURITIES PVT. LTD.	
Authorised Signatory	

Signed for and on behalf of Client :

Signature(s) 
Name
Address

WITNESS

- 1.
- 2.

WITNESS

- 1.
- 2.

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

Date:

To,
MANOG SECURITIES PVT. LTD.
Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016
Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070
Tel.: 26124226, 26134595, 26138746, 41783142/43/44/46/47, Fax : 26138799

Dear Sir,

Sub: Mutual Fund Service System (MFSS) facility

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

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

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

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

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

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

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

Thanking you,

Yours faithfully,

 _____
Signature :

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

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

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

2. Terms and Conditions

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

 _____

LETTER OF AUTHORITY

To,
MANOG SECURITIES PVT. LTD.
Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016
Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070
Tel.: 26124226, 26134595, 26138746, 41783142/43/44/46/47, Fax : 26138799

Dear Sir,

I/ We am/are dealing in securities with you at NSE Capital market and Derivative Segment and in order to facilitate ease of operations, I/we authorize you as under :

1. I/we authorize you to setoff outstanding in any of my/our account against credits available or arising in any other accounts maintained with you irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange and/or against the value of cash margin or collateral shares provided to you by me/us.
2. I/We hereby authorize you not to provide me/us Order Confirmation / Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I/We shall get the required details from contracts issued by you.
3. I hereby authorize you to keep all the securities which we give you in margin including the payout of securities received, to use the securities for meeting margin / other obligation in stock exchange in whatever manner which may include pledging of shares in favour of bank and / or taking loan against the same for meeting margin / pay-in obligation on our behalf or for giving the same as margin to the Stock Exchange or otherwise.
4. I/We request you to retain credit balance in any of my / our account and to use the idle funds towards my / our margin / future obligations at the Exchange unless I/ We instruct you otherwise.
5. Consequent upon your execution of my/ our secondary market transactions, I/ We have either to pay / receive funds and / or securities depending upon my / our securities transactions. In the event that I / We have to receive any funds / securities from you on declaration of pay out of funds or securities by the Stock Exchange, I/We authorize you to retain the funds / securities as the case may be , with you as a margin towards my/our ongoing secondary market transactions from time to time in Capital market and /or F&O segments. My / Our above authority is not withstanding the fact that trading members are required to make payment of funds and / or transfer securities to their clients' accounts within one working day from the declaration of pay-out of funds and / or securities by the Stock Exchange. You are further authorized to utilize the funds / securities thus retained by you as margin towards any obligation / dues that I / We might have towards you on any account either in Cash/ Capital market and / or F&O segments. I/ We hereby authorize you to square up my / our open positions in the F&O/ Cash segment in case of any shortfall in my / our margin requirements as per the NSE guidelines.
6. I/We request you to consider my / our telephonic / verbal instructions for order placing / order modification / order cancellation as a written instruction and give us all the confirmation on telephone unless instructed otherwise in writing. I/We am/are getting the required details from contracts issued by you.
7. I/We will collect from your office contract notes, bills, securities, etc. as per my / our convenience.
8. I/We request that you may send / dispatch me contract notes and other documents through either e-mail, fax, courier, registered post, mail, oral communication or otherwise at the postal address, telephone/ fax numbers/ e-mail address as intimated. I/We stress that I/We will not hold you responsible under any circumstances in the event of an e-mail which you send gets bounced due to any reason such as mail box being full, inactive account or due to any technical reason beyond your control.
9. I/We will completely rely on the log reports of your dispatching software as a conclusive proof of dispatch of e-mail to me and will not dispute the same.
10. I/We will inform you of the change in my e-mail or postal address, if any in future either by registered post or through a digitally signed e-mail.
11. Trading on the NSE is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and



computers systems to place and route orders. I understand that there exists a possibility of communication failure or system problems or slow or delayed response from systems 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 you and may result in delay in processing or not processing buy or sell orders either in part or in full.

I agree that I shall be fully liable and responsible for any such problem / glitch.

12. I/We confirm that I/We will not sublet the trading terminal on any term of connectivity from my/our place without your prior approval.
13. I/We acknowledge receipt of intimation with regard to your business volumes comprising of Client as well as proprietary trades.
14. I/We acknowledge receipt of Cash and Derivatives Risk Documents and have understood the same.
15. I / We do all transactions in shares through you in my/our account only.
16. All payments given/received are from/in my/our bank account only.
17. All deliveries given/received are from/in my/our own Demat account.
18. I / We hereby authorise you to alter/modify our buy/sell orders placed with you (on a daily basis) so as to get the best possible market prices. Please treat this as my/our standing instructions. Also, please note I/We will be placing orders with you verbally and will be fully responsible for the same.
19. I / We hereby declare that I/we am/are not disqualified under any Rules, Regulations, Bye-laws, Acts and laws for the time being in force in India to deal in securities.
20. I/We am/are not a Trading member/Sub-broker affiliated to the main broker of National Stock Exchange of India Ltd. I/We am/are not expelled/suspended member/broker of the recognized Stock Exchanges in India.
21. I / We also hereby confirm that there are no criminal proceedings/cases and economic offence cases pending against me/us.
22. I/We hereby confirm, that I/we will pay/receive funds only to from your Company account. I/We hereby also confirm that I / We will deliver / receive securities only to / from your company de-mat account, based on my / our secondary market transactions with your firm. I / We also hereby confirm that I / We will not deal with any of your employees on a personal basis.

Thanking you,

Yours faithfully,

 _____

Signature with date

Name :

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

RUNNING ACCOUNT AUTHORISATION

To,
MANOG SECURITIES PVT. LTD.
Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016
Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070
Tel.: 26124226, 26134595, 26138746, 41783142/43/44/46/47, Fax : 26138799

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

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

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

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

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

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

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

Once in a Calender Quarter

Once in a Calender Month

Thanking you,
Yours faithfully,



Signature with date

Name :

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

To,
MANOG SECURITIES PVT. LTD.
 Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016
 Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070
 Tel.: 26124226, 26134595, 26138746, 41783142/43/44/46/47, Fax: 26138799

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

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

- 1 _____
- 2 _____

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


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

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

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

Thanking you,

Yours faithfully,

 _____

Signature with date

Name : _____

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

VERBAL ORDER ACCEPTANCE AUTHORISATION

To,
MANOG SECURITIES PVT. LTD.
Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016
Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070
Tel.: 26124226, 26134595, 26138746, 41783142/43/44/46/47, Fax: 26138799


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

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

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

Thanking you,

Yours faithfully,

 _____
Signature with date

Name :

AUTHORISATION

To,
MANOG SECURITIES PVT. LTD.
Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016
Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070
Tel.: 26124226, 26134595, 26138746, 41783142/43/44/46/47, Fax: 26138799


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

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

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

Thanking you,

Yours faithfully,

 _____
Signature with date

Name :

PLEDGE AUTHORISATION

To,

MANOG SECURITIES PVT. LTD.

Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016

Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070

Tel.: 26124226, 26134595, 26138746, 41783142/43/44/46/47, Fax: 26138799

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

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

Thanking you,

Yours faithfully,



Signature with date

Name :

STANDING INSTRUCTIONS

To,

MANOG SECURITIES PVT. LTD.

Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016

Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070

Tel.: 26124226, 26134595, 26138746, 41783142/43/44/46/47, Fax: 26138799

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

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

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

Thanking you,

Yours faithfully,



Signature with date

Name :

AUTHORISATION

To,
MANOG SECURITIES PVT. LTD.
Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016
Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070
Tel.: 26124226, 26134595, 26138746, 41783142/43/44/46/47, Fax: 26138799

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

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

Please treat this authorization as written ratification of my/our verbal directions/authorizations given and carried out by you earlier.

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

Thanking you,
Yours faithfully,

 _____

Signature with date

Name :

Specimen Signature of Mr _____

Attested by Mr. _____

DECLARATION FOR DELIVERING TRADE CONFIRMATIONS VIA SMS

To,
MANOG SECURITIES PVT. LTD.
Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016
Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070
Tel.: 26124226, 26134595, 26138746, 41783142/43/44/46/47, Fax: 26138799


I/We hereby agree and give my/our consent for sending the trade confirmations via SMS and I/We have also understood that we will not receive the telephonic trade confirmations.

For this purpose, I/We would like to confirm following details for the database maintained with you. Please update the records with the same.

MOBILE No.

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

Thanking you,
Yours faithfully,

 _____
Signature with date

Name : _____

DECLARATION FOR VERNACULAR LANGUAGE

To,
MANOG SECURITIES PVT. LTD.
Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016
Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070
Tel.: 26124226, 26134595, 26138746, 41783142/43/44/46/47, Fax: 26138799

Dear Sir,


I refer to the trading account to be opened in the name of Mr./Ms. _____ s/d/w/o _____
r/o _____ with you in the segment/s as per the details given in the KYC.

I have read and explained KYC details the Member Client Agreement (MCA) of NSE, Risk Disclosure Document (RDD) and Investor Rights and Obligations and other voluntary authorizations and declarations signed by him/her to the client in his language.

I further wish to declare that I have the following relationship (if any) with the trading member.

Nature of relationship

Thanking you,
Yours truly,

 _____
Signature with date

Name : _____

(In case of account opening for minor)

MANOG SECURITIES PVT. LTD.

Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016

Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070

Tel.: 26124226, 26134595, 26138746, 41783142/43/44/46/47, Fax: 26138799

Ref : Trading Account No.

Dear Sir,

This is with reference to the account opened in the name of Minor U/G of
 Mr. / Ms with you for the purpose of dealing in securities/derivatives on the stock exchange(s). With
 reference to the aforementioned trading account, you are requested to kindly accept issue / receipt of payments relating to funds/transfer of
 securities to / from the account of my son/daughter Master/Ms As per the details given below
 for all future dealings in the trading account.

BANK DETAILS

Bank Account No.	
Bank Name	
Branch	

DP DETAILS

Beneficiary ID No.	
DP ID No.	
DP Name	

I shall be held personally responsible for all the debit and credit transactions dealt in the above account. Kindly do the needful.

Thank you,

Yours truly,

Name of the Constituent/Guardian :

Address :



Signature



Signature



Signature

MANOG SECURITIES PVT. LTD.

Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016
Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070
Tel.: 26124226, 26134595, 26138746, 41783142/43/44/46/47, Fax: 26138799

Dear Sir,

I refer to the trading account opened in Capital Market segment and F&O segment or any other segment that may be introduced by NSE in future with you in the name of and declare and authorise you as under :

- I recognise that a beneficiary in account cannot be opened with a depository participant in the name of a sole proprietorship firm as per Depository Regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the share transfer obligations pursuant to the trading operations, I authorise you to recognise the beneficiary Account No. with Depository having DP ID opened in the name of the undersigned who is the sole proprietor of the firm.
- I agree that the obligation for shares purchased and / or sold by the firm will be handled and completed through transfers to and from above-mentioned account. I recognise and accept transfers made by you to the beneficiary account as completion of obligation by you in respect of trades executed in the above trading account of the firm.

Signature : 

Signature : 

Signature : 

The cheques / DDs may be issued by me from my individual account or my joint account with some one else. The amounts so given shall be solely/exclusively for credit to the account of my sole proprietorship firm M/s with MANOG SECURITIES PVT. LTD. shall not lay any claim whatsoever in future against MANOG SECURITIES PVT. LTD. for affording credit of such cheques/DDs issued from my individual/joint account credit of which has been provided by MANOG SECURITIES PVT. LTD. to the account of my proprietorship firm M/s

Thank you

Yours Truly

Name :

Address :

Signature 

Signature 

Signature 

(To be obtained on pre-printed Letterhead of Firm)

MANOG SECURITIES PVT. LTD.

Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016

Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070

Tel.: 26124226, 26134595, 26138746, 41783142/43/44/46/47, Fax: 26138799

Dear Sir,

We the partners of M/s a partnership firm, having its office atcity state hereby authorise Mr./Msand Mr/ Ms.....to open a securities trading account in Capital Market segment and F&O segment or any other segment that may be introduced by NSE in future on behalf of the firm M/s with the Trading Member MANOG SECURITIES PVT. LTD. for sale and purchase of shares/debentures/derivative instruments in Capital Market segment (CM) and or Futures and Options segment (F&O) or any other segment that may be introduced by NSE in future. He/She/They is/are authorised on behalf of the firm to deal in equities, derivatives, and the said Trading Member is hereby authorised to honor all instructions oral or written, given on behalf of the firm by him/her/them.)

Mr./Msand Mr./Ms is/are authorised to sell, purchase, transfer, endorse, negotiate documents and/or/otherwise deal through MANOG SECURITIES PVT. LTD. on behalf of the firm M/s He/She/They is/are also authorised to sign, execute and submit such applications, undertakings, 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/authorised signatory(ies) can issue cheques from bank account(s) in favour of MANOG SECURITIES PVT. LTD. for credit to Share trading account of the firm with MANOG SECURITIES PVT. LTD. even though his/their signatures may not be available on the records of MANOG SECURITIES PVT. LTD. These cheques may either be from the account of partnership firm or from individual account, the said amount so given shall be solely/excessively for the account of the firm maintained with MANOG SECURITIES PVT. LTD.

We also recognise that a beneficiary account can not be opened with a Depository Participant in the name of the partnership firm as per Depository regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the securities transfer obligations, pursuant to the trading operations, we authorise you to recognise the beneficiary account No. with Depository having DP ID opened as a singly/jointly in the name of Managing partner/partners of the firm.

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

Thank you

Yours Truly



.....
(Signature of Partner)



.....
(Signature of Partner)



.....
(Signature of Partner)



.....
(Signature of Partner)

(Signature of all the Partners with the rubber stamp required)

MANOG SECURITIES PVT. LTD.

Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016
 Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070
 Tel.: 26124226, 26134595, 26138746, 41783142/43/44/46/47, Fax : 26138799

A/c No.

1. WHEREAS the Hindu Undivided Family of is carrying on business in the firm name and style of at or we intent to deal, have or desire to have Share/Derivatives Trading Account with MANOG SECURITIES PVT. LTD. (hereinafter referred as 'Member') We, undersigned hereby confirm and declare that we are the present adult co-parceners of the said joint family; that Sh..... is the present Karta of the said joint family.
2. We confirm that affairs of the H.U.F. firm are carried on mainly by the Karta Sh..... on behalf and in the interests and for the benefit of all the co-parceners. We hereby authorise the Karta Sh..... on behalf of the H.U.F. to deal on Capital Market segment (CM), Future & Options segment (F&O) or any other segment that may be introduced by NSE in future and the said Trading Member is hereby authorised to honor all instructions oral or written, given by him on behalf of the H.U.F. Mr. is authorised to sell, purchase, transfer, endorse, negotiate documents and/or otherwise deal through MANOG SECURITIES PVT. LTD. on behalf of the H.U.F. He is also authorised to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose. We are, however, jointly and severally responsible for all liabilities of the said H.U.F. firm to the Member and agree and confirm that any claim due to the Member from the said H.U.F. firm shall be recoverable form the assets of any one or all of us and also from the estate of the said joint family including the interest thereon of every co-parcener of the said joint family, including the share of the minor co-parceners, if any.
3. We undertake to advise the Member in writing of any change that may occur in the Kartaship or in the constitution of the said joint family or of said H.U.F. firm and until receipt of such notice by the Member which shall be binding on the said joint family and the said H.U.F. firm and on our respective estates. We shall, however, continue to be liable jointly and severally to the Member for all dues obligations of the said H.U.F. firm in the Member's book on the date of the receipt of such notice by the Member and until all such dues and obligations shall have been liquidated and discharged.
4. We recognise that a beneficiary account can be opened with Depository Participant only in the name of Karta as per regulations. To facilitate the operation of the above share trading account with you and for the purpose of completing the share transfer obligations pursuant to the trading operations, we authorised you to recognise the beneficiary account no. with Depository Opened in name of Sh. who is the Karta of his H.U.F.
5. The names and dates of birth of the present minor co-parceners of the said joint family are given, below. We undertake to inform you in writing as and when each of the said members attains the age of majority and is authorised to act on behalf of, and bind the said H.U.F. Firm.

Name of the Minor	Father's Name	Date of Birth

6. We have received and read a copy of the Member's rules and regulations for the conduct of Share/Derivatives Trading Accounts and we agree to comply with and be bound by the said rules now in force or any changes that may be made therein from time to time.

Thank you, Yours Truly

Name :

Address :

 (Signature of Karta)
 (Along with rubber stamp)

 (Signature of Co-parcener)

 (Signature of Co-parcener)

 (Signature of Co-parcener)

ADDENDUM TO THE CLIENT REGISTRATION FORM / KEY INFORMATION

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

PREVENTION OF MONEY LAUNDERING

Prevention of Money Laundering Act, 2002 (herein refer to an "Act") came into affect July 1, 2005 vide notification No. GRE 436(E) dated July 1,2005 issued by Department of Revenue, Ministry of Finance, Govt. of India. Further SEBI vide Circular reference number ISD/CIR/RR/AML/1/06 dated January 18,2006 mandated that all the Stock Brokers should formulate and implement a proper policy framework as per the guidelines on anti money laundering measures and also to adopt a Know Your Client (KYC) policy. SEBI also issued another circular reference number ISD/CIR/RR/AML/2/06 dated March 23,2006 advising all the Stock Broker to take necessary steps to ensure compliance with the requirement of Sec12of the Act inter-alia, maintenance and preservation of records and reporting of information relating to cash and suspicious transactions to Financial Intelligence Unit-India (FIU-IND), New Delhi. The constituents should ensure that the amount invested in the securities is through legitimate sources only and does not involve and is not designated for the purpose of contravention or evasion of the provision of the Income Tax Act, Prevention of Money Laundering Act, Prevention of corruption Act and/or any other law for the time being in force enacted by Govt. of India from time to time or any rules and regulations, notifications or directions issued there under.

To ensure appropriate identification of the constituents under its KYC policy and with view to monitor the transactions for the prevention of anti money laundering, the company has reserve the right to seek information, record constituents telephonic calls and/or obtained or retained documentation for establishing the identity of the constituents, proof of residence, source of funds, etc. It may re-verify identity and obtain any incomplete or additional information for this purpose. The constituents or their attorney, if any, shall produce independent source documents, such as photographs, certified copies of ration card/passport/pan card/driving license or such other documents or produce such information as may be required from time to time for verification of the identity, residential address, financial information of the constituents by the company.

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

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

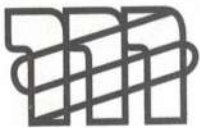
This document form an integral part of the client registration form as addendum or key information memorandum and will be subject to amendments from time to time.

 Signature with date _____

Name :

.....(Please Tear Here)

ACKNOWLEDGEMENT FROM CLIENT



Manog Securities Pvt. Ltd.

Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070
 Tel.: 26124226, 26134595, 26138746, 41783142/43/44/46/47 Fax : 011-26138799
 E-mail: manog@manogsecurities.com Website: www.manogsecurities.com
 Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016 Tel.: 011-26855149, 26856423
 SEBI Registration No.: NSE Cash-INB230793233, NSE F&O-INF230793233

Clearing Member Future & Options :
IL&FS Securities Services Ltd.
 11/6B, Shanti Chamber
 Pusa Road, Delhi-110008
 SEBI Regn. No.: NSE FO-INF230771431

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

Thanking You,



Client's signature

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

Date :
 Place :

FORMAT OF BOARD RESOLUTION TO BE FURNISHED ON LETTER HEAD OF THE COMPANY

CERTIFIED TRUE COPY OF RESOLUTION PASSED IN THE MEETING OF BOARD OF DIRECTORS OF M/s MANOG SECURITIES PVT. LTD. HELD ON _____ DAY _____ OF _____ 20 _____ AT REGISTERED OFFICE OF THE COMPANY.

"RESOLVED THAT a trading account in the name of M/sbe opened with MANOG SECURITIES PVT. LTD., a company registered under the Companies Act, 1956 and a member of the National Stock Exchange of India Ltd. (NSE) having its registered office at F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016 and Corporate Office C-III/3089, Vasant Kunj, New Delhi-110070 for the purpose of dealing in Capital Market segment, Futures and Options segment or any other segment that may be introduced by NSE.

"RESOLVED FURTHER THAT Mr....., director of the Company whose specimen signatures are attested below be and is hereby authorized on behalf of the company to complete Client Registration form, execute Member client Agreement and all other documents as may be deemed expedient to open and maintain trading account with MANOG SECURITIES PVT. LTD. and give effect to this resolution Mr. is authorized to sell, purchase, transfer, endorse and/or otherwise deal through MANOG SECURITIES PVT. LTD.

"RESOLVED FURTHER THAT this resolution be communicated to the MANOG SECURITIES PVT. LTD. and remain in force until notice in writing be given to the MANOG SECURITIES PVT. LTD."

For MANOG SECURITIES PVT. LTD.

Chairman/Director

Specimen Signatures of the Authorized persons		
Sr. No.	Name	Specimen Signatures
1.		
2.		

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

ADJUSTMENT OF BALANCES IN FAMILY ACCOUNTS

Date : _____

To,
MANOG SECURITIES PVT. LTD.
 Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016
 Corporate Office: C-III3089, Vasant Kunj, New Delhi-110070
 Tel.: 26124226, 26134595, 26138746, 41783142/43/44/46/47 Fax : 26138799
 Sir,

Sr. No.	CLIENT code of Family MEMBER Associate	Name of family constituent/ Associate	Category*	Name of Father Ispouse

We the above mentioned family members have been regularly trading and investing on the NSE. For the purpose of operations with you, we agree to be traded as a family account.

We hereby authorize you to set off the outstanding of any nature whatsoever in any of the above mentioned account against credits of any nature whatsoever available or arising in any segment of any exchange and/or against the value to cash margin or collateral provided to you by any member (s) of the family or otherwise also.

We agree to intimate you from time to time of any addition or deletion of client to the family. We agree that any deletion shall take effect only on completion of settlement and adjustment of balance in all the accounts of the clients belonging to the family.

In order to facilitate operations, we authorize you to maintain a running account instead of settlement clearance of dues or delivery of securities and no interest shall be payable by you on the same.

Category : Individual/HUF/Corporate etc.

Signature  _____

Name :

Signature  _____

Name :

Signature  _____

Name :

Signature  _____

Name :

Signature  _____

Name :

Signature  _____

Name :

DOCUMENTARY EVIDENCE OF FINANCIAL DETAILS TO TRADE IN DERIVATIVES SEGMENT

To,
MANOG SECURITIES PVT. LTD.
 Regd. Office: F-7, Ground Floor, Hauz Khas Enclave, New Delhi-110016
 Corporate Office: C-III/3089, Vasant Kunj, New Delhi-110070
 Tel.: 26124226, 26134595, 26138746, 41783142/43/44/46/47, Fax : 26138799

Sub: Documentary evidence of financial details to trade in Derivative segment

I....., having a trading account (.....)
 with you would like to provide the details as required.

Please note that my income range is : (Please tick the relevant box)

1 Lakh 1 to 5 Lakh 5 to 10 Lakh 10 to 25 Lakh above 25 Lakh

1. Copy of ITR Acknowledgement (for last financial year)
2. Copy of Annual Accounts (for last financial year)
3. Copy of Form 16 in case of salary income (for last financial year)
4. Net worth certificate (latest one or at the end of last financial year)
5. Salary Slip (for one month in current financial year)
6. Bank account statement (for last 6 months)
7. Copy of Demat Account Holding Statement (not more than 3 months old)
8. Any other relevant documents substantiating ownership of assets.

Signature

Name :

Note: Please attach any one of the above documents; the document has to be duly self attested.

BROKERAGE SLAB (Subject to Change without Notice)

CASH SEGMENT

Brokerage Slab	Slab %	Minimum	Contract Per Lot
Delivery Based			
Daily Square up			

DERIVATIVES SEGMENT

Brokerage Slab	Slab %	Minimum	Contract Per Lot
Future			
Option			

MUTUAL FUND

Brokerage Slab	Slab %	Minimum Paise
Delivery Based		



Manog Securities Pvt. Ltd.

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E-mail : manog@manogsecurities.com Website : www.manogsecurities.com