



ASHIKA
GROWING & SHARING WITH YOU

**AUTHORISED PERSON
REGISTRATION KIT
(ASHIKA STOCK BROKING LTD.)**

www.ashikagroup.com

LIST OF DOCUMENTS

INDIVIDUAL (All self attested)

1. Pan Card
2. Address Proof
3. Qualification proof and if applicant does not have any qualification proof in hand, then an affidavit stating that he/she has completed his education.

PARTNERSHIP / LLP (self attested)

1. PAN Card of the firm and all partners.
2. Proof of Address of the partnership firm and of all Partners.
3. Qualification proof of all the partners and if applicant does not have any qualification proof in hand, then an affidavit stating that he/she has completed his education.
4. Registered Partnership Deed should contain clause/nature of business permitting the applicant firm to deal in shares and securities business.
5. Certificate of Registration of Partnership firm (ROF) should also be submitted.
6. Sharing Pattern of Profit/loss (Duly certified by CA or CS not older than 6 months as per format enclosed)

COMPANY (All self attested)

1. PAN Card of the Company and all Directors
2. Proof of Address of the Company and all Directors
3. Qualification proof of all the Directors and if applicant does not have any qualification proof in hand, then an affidavit stating that he/she has completed his education.
4. MOA and AOA, duly attested by Directors.
5. Certificate of Incorporation, duly attested by Directors.
6. Shareholding Pattern (Duly certified by CA or CS not older than 6 months), In letterhead of the company
7. List of Authorised Signatory (Duly certified by CA or CS not older than 6 months), In letterhead of the company

Registered Office :
Trinity, 226/1, A. J. C. Bose Road
7th Floor, Kolkata 700 020
Tel.: +91 33 4010 2500
Fax: +91 33 4003 3254
E-mail: ashika@ashikagroup.com

Corporate Office:
1008, 10th Floor, Raheja Centre
214, Nariman Point
Mumbai - 400 021
Phone :- 022-66111700
Fax :- 022-66111710
E-mail: mumbai@ashikagroup.com
Website : www.ashikagroup.com

Compliance Officer :
NAWAL KISHORE KEDIA
Phone: (033) 40102500
E-mail: nawalkishore@ashikagroup.com

EXCHANGE-SEGMENT REGISTRATION NO.

| | | |
|------------|-----------------|----------------|
| NSE - CM | INB - 230833437 | 20 / 09 / 2000 |
| NSE - F&O | INF - 230833437 | 05 / 10 / 2000 |
| NSE - CD | INE - 230833437 | 27 / 08 / 2008 |
| BSE - CM | INB - 010833433 | 26 / 03 / 2004 |
| BSE - F&O | INF - 010833433 | 14 / 07 / 2004 |
| BSE - CD | INE - 010833433 | 25 / 09 / 2008 |
| MSEI - CM | INB - 260833430 | 21 / 01 / 2013 |
| MSEI - F&O | INF - 260833430 | 21 / 01 / 2013 |
| MSEI - CD | INE - 260833437 | 30 / 09 / 2008 |

DEPOSITORY

| | | |
|------|---------------------|----------------|
| CDSL | IN-DP-CDSL-250-2004 | 14 / 06 / 2004 |
| NSDL | IN-DP-NSDL-306-2008 | 22 / 12 / 2008 |

CLEARING MEMBER DETAILS

| | | |
|----------|--------------------------------|--------------|
| NSE CDX | ICICI Bank Ltd. | INE231308631 |
| BSE CDX | ICICI Bank Ltd. | INE011316036 |
| MSEI CDX | ICICI Bank Ltd. | INE261313733 |
| NSE FNO | IL&FS Securities Services Ltd. | INF231133630 |
| BSE FNO | IL&FS Securities Services Ltd. | INF011133834 |
| MSX FNO | IL&FS Securities Services Ltd. | INE261313337 |

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| |
|-------|
| Photo |
|-------|

APPLICATION FORM

| | | | | | | | | | | | | |
|--|---|---|----------------------------------|---|---------------------------------|--|--------------------------------------|---|--------------------------------|---|---|---|
| 1. Name of Applicant | | | | | | | | | | | | |
| 2. Status | | | | | | 3. PAN | | | | | | |
| 4. Date of Birth / Incorporation / Registration | D | D | M | M | Y | Y | Y | Y | 5. Registration Details | | | |
| 6. Name of Contact Person | | | | | | | | | | | | |
| <i>Designation</i> | | | | | | <i>Date of Birth</i> | D | D | M | M | Y | Y |
| <i>Mobile</i> | | | | | | <i>Email</i> | | | | | | |
| 7. Office Address | | | | | | | | | | | | |
| | | | | | | <i>PIN</i> | | | | | | |
| <i>Phone / Mobile</i> | | | | | | <i>Website</i> | | | | | | |
| <i>Status</i> | <input type="checkbox"/> <i>Registered</i> | | | | | <input type="checkbox"/> <i>Correspondence</i> | | | | | | |
| Items of Infrastructure | | | | | | | | | | | | |
| Sub - item | | | | | | | | | | | | |
| Details | | | | | | | | | | | | |
| No. of PCs | | | | | | | | | | | | |
| No. of Employees | | | | | | | | | | | | |
| 8. Segment Preference | <input type="checkbox"/> BSE-CM | | <input type="checkbox"/> BSE-F&O | | <input type="checkbox"/> BSE-CD | | <input type="checkbox"/> NSE-CM | | | | | |
| | <input type="checkbox"/> NSE-F&O | | <input type="checkbox"/> NSE-CD | | <input type="checkbox"/> IPO | | <input type="checkbox"/> Mutual Fund | | | | | |
| | <input type="checkbox"/> Corporate FD | | <input type="checkbox"/> BONDS | | | | | | | | | |
| 9. AP Registration Fees (Charged by the Exchange) | Rs 2,000 + applicable Service Tax = _____ Paid by (A) Cheque no _____ dated _____ (B) To be adjusted from future brokerage | | | | | | | | | | | |

 _____

FOR OFFICE USE ONLY

| <i>Introducer Details</i> | | <i>Team Leader</i> | | The introduced AP is also interested in the following products offered by Group Companies Commodity <input type="checkbox"/> Yes <input type="checkbox"/> No |
|---------------------------|--|--------------------|--|--|
| Introduced by | | Name | | |
| Signature | | Signature | | |
| Code | | | | |

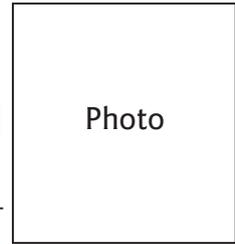
DETAILS OF DIRECTORS' / PARTNERS'

(1)

Name : _____
Father's Name: _____
Date of Birth : _____ PAN :

| | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | | |
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Qualification : _____
Residential Address : _____



Mobile No. : _____ Telephone _____
E-mail ID : _____ Fax No. _____

I certify that the information given in this application form is true to the best of my knowledge and belief.

Signature _____

(2)

Name : _____
Father's Name: _____
Date of Birth : _____ PAN :

| | | | | | | | | | | | |
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Qualification : _____
Residential Address : _____



Mobile No. : _____ Telephone _____
E-mail ID : _____ Fax No. _____

I certify that the information given in this application form is true to the best of my knowledge and belief.

Signature _____

(3)

Name : _____
Father's Name: _____
Date of Birth : _____ PAN :

| | | | | | | | | | | | |
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Qualification : _____
Residential Address : _____



Mobile No. : _____ Telephone _____
E-mail ID : _____ Fax No. _____

I certify that the information given in this application form is true to the best of my knowledge and belief.

Signature _____

(4)

Name : _____
Father's Name: _____
Date of Birth : _____ PAN :

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Qualification : _____
Residential Address : _____



Mobile No. : _____ Telephone _____
E-mail ID : _____ Fax No. _____

I certify that the information given in this application form is true to the best of my knowledge and belief.

Signature _____

AGREEMENT BETWEEN MEMBER AND AUTHORISED PERSON (BSE)

This agreement ("Agreement") is made and executed at Kolkata this _____ day of _____ 20 _____

Between:

M/s. Ashika Stock Broking Limited a body corporate incorporated under the provisions of Companies Act, 1956, having its registered office at 226/1 A. J. C Bose Road, 7th floor, Kolkata – 700 020 (hereinafter referred to as "**Member**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, legal representatives, the partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of such last survivor /its successors and assigns, as the case may be) of the **One Part**;

And

.....(name of applicant), an individual/a partnership firm / a limited liability partnership/a body corporate/a company, registered/incorporated under the Partnership Act, 1932/ Limited Liability Partnership Act, 2008/ Companies Act, 1956, having its registered office at

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

Member and **AP** shall hereinafter be also jointly referred to as the "**Parties**" and severally as the "**Party**".

WHEREAS

- i) The Securities and Exchange Board of India ("**SEBI**") vide its circular No. MRD/DR-1/Cir-16/2009 dated November 06, 2009 ("**said Circular**") addressed to all the recognised Stock Exchanges has issued the framework governing the market access through authorised persons.
- ii) SEBI vide said circular has *inter alia* directed that the stock broker and authorised person shall enter into a written agreement in the form specified by the stock exchange.
- iii) Member is (a) Trading Member with the cash Segment, (b) Trading Member with the Derivatives Segment (c) Trading Member with the Currency Derivatives Segment of the Bombay Stock Exchange Ltd. ("**BSE**").
- iv) AP approached Member and Member has agreed to appoint AP as the authorised person on the terms and conditions specified in this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. Legal Framework

- 1.1 The provisions of the SEBI circular No. MRD/DR-1/Cir-16/2009 dated November 06, 2009 and other circulars issued by SEBI from time to time, the Rules, Bye-laws and Regulations and/or relevant notices of BSE shall be deemed to be an integral part of this Agreement. In the event of any conflict or contradiction between the provisions of the circulars, notices, directions and orders of SEBI, Rules, Bye-laws and Regulations, notices of the BSE, and this Agreement, the provisions of the statute, rules, bye-laws or regulations occurring sequentially earlier in the above list shall prevail over the one occurring sequentially subsequent thereto over this

Agreement. The provisions of this Agreement are in addition thereto and not in derogation thereof.

2. CONDITIONS OF APPOINTMENT

- 2.1 AP shall not receive or pay any money or securities in its own name or account. All receipts and payments of securities and funds shall be in the name or account of Member.
- 2.2 AP shall receive his remuneration-fees, charges, commission, salary, etc.- for his services only from Member and he shall not charge any amount to the clients.
- 2.3 AP shall not be appointed as authorized person by more than one stock broker on BSE (including all the segments).

3. OBLIGATIONS OF MEMBER

- 3.1 If any trading terminal is provided by Member to AP, the place where such trading terminal is located shall be treated as branch office of Member.
- 3.2 Member shall display at each branch office, additional information such as particulars of authorised person in charge of that branch, time lines for dealing through authorised person, etc., as may be specified by BSE.
- 3.3 Member shall notify changes, if any, in the authorised person to all registered clients of that branch at least thirty days before the change.
- 3.4 Member shall conduct periodic inspection of branches assigned to authorised persons and records of the operations carried out by them. **Further, the Member shall mandatorily examine all demat accounts and bank accounts of AP on such periodical basis as he/it may deem fit.**

- 3.5 The clients introduced by AP shall be registered with Member only. The funds and securities of the clients shall be settled directly between Member and client and all documents like contract note, statement of funds and securities shall be issued to client by Member. AP may provide administrative assistance in procurement of documents and settlement, but shall not issue any document to client in its own name. No fund/securities of clients shall go to account of AP.
- 3.6 On noticing irregularities, if any, in the operations of AP, Member shall seek withdrawal of approval from BSE, withhold all moneys due to AP till resolution of investor problems, alert investors in the location where AP operates, file a complaint with the police, and take all measures required to protect the interest of investors and market.

4. OBLIGATIONS OF AP

4.1 Abide by Law & Acquaintance to Law

AP agrees to abide by and comply with and adhere to the circulars, notices, directions, order etc. that may be promulgated or issued from time to time either by SEBI, BSE, Reserve Bank of India or any other regulatory authority.

4.2 Insolvency

AP agrees to immediately furnish information to 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/it or if any litigation which may have material adverse bearing on him, has been filed against him.

5. CONFIDENTIALITY

Member and AP shall not disclose the Confidential Information (marked as such at the time of providing the information) of each other to any third party, without the written consent of the other Party.

The provisions of this Clause 5 shall not prohibit disclosure of Confidential Information, if and to the extent:

- a) required by law or for the purpose of any judicial proceedings arising out of this Agreement;
- b) required by the SEBI or any other regulatory authority;
- c) it becomes publicly available (other than as a result of a breach of an obligation of confidentiality);
- d) the information is obtained free of any restrictions on use or obligations of confidentiality from a third party which

- e) the information is already in the possession of that Party and is not subject to an obligation of confidentiality or a restriction on use; or
- f) the information is independently developed,

6. CONSEQUENCES OF CESSATION OF MEMBERSHIP ON A SEGMENT

In the event of membership of the Member on any segment of BSE coming to an end for any reason whatsoever, the relevant part of this Agreement pertaining to such segment shall come to an end.

7. DISPUTE RESOLUTION AND ARBITRATION:

The dispute between a client and AP shall be treated as dispute between such client and Member.

All disputes and differences between AP and Member pertaining to subject matter of this Agreement, shall be redressed as per the Rules and Bye-laws of BSE pertaining to Arbitration other than between Members and in the absence of any provision in the Rules, Bye-laws of BSE to this effect, such disputes and differences shall be referred to arbitration as per the provisions of Arbitration & Conciliation Act, 1996.

8. GOVERNING LAW AND JURISDICTION

8.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of India. The Agreement shall be subject to exclusive jurisdiction of Courts of Mumbai.

9. TERMINATION

9.1 This Agreement shall forthwith terminate if Member ceases to be a trading/clearing member of BSE for any reason (including cessation of membership by reason of the Member's default, death, resignation or expulsion) or if the SEBI Registration of Member is cancelled.

9.2 Member and AP shall each be entitled to terminate this Agreement without giving any reasons to the other Party, after giving notice in writing of not less than 30 days to the other Party.

9.3 This Agreement will be terminated forthwith on withdrawal of approval given to AP by BSE and on receipt of request of Member to do so subject to compliance with the requirement prescribed by BSE.

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

| | |
|--|---|
| <p><i>Signed and delivered by</i> For & on behalf of Authorised Person</p>  _____ (Authorised Signatory) | <p><i>Witness for the Authorised Person</i></p> Signature  _____ Name _____ Address _____ |
|--|---|

| | |
|--|--|
| <p>For Ashika Stock Broking Ltd.</p> _____ | <p><i>Witness for the Member</i></p> Signature _____ Name _____ Address _____ |
|--|--|

TRADING MEMBER AND AUTHORISED PERSON AGREEMENT (NSE)

This Agreement is entered into this _____ day of _____, 20_____ at Kolkata between Ashika Stock Broking Limited (hereinafter referred to as "ASBL"), Member of National Stock Exchange of India Ltd. (hereinafter referred to as "NSEIL"), ordinarily carrying on business in sale and purchase of shares and securities in the name and style of Ashika Stock Broking Limited from its registered office at "Trinity", 226/1, A. J. C. Bose Road, Kolkata-700 020 (hereinafter referred to as "the Trading Member") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/ its heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

AND

_____ (name of Applicant), an individual/Partnership Firm/LLP/Body Corporate desirous of providing access to the trading platform of NSEIL as an agent of the Trading Member in the Capital Market Segment, Future & Options Market Segment and Currency derivatives segment in the name and style of _____ (hereinafter referred to as "the Authorised Person".) and having his /her / its 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 and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part;

WHEREAS,

1. Securities Exchange Board of India (hereinafter referred to as "SEBI") vide its Circular MIRSD/DR-1/Cir-16/09 dated 6th November 2009 has allowed SEBI registered stock brokers (including trading members) of stock exchanges to provide access to clients through authorised persons.
2. The Trading Member is a member of NSEIL and is a SEBI registered stock broker.
3. The Authorised Person is desirous of affiliating to the Trading Member to provide access to trading platform of NSEIL in Capital Market Segment, Future & Options Market Segment and Currency Derivative Segments as an agent of the Trading Member.
4. The Trading Member has satisfied about the eligibility criteria of the Authorised Person as stipulated by SEBI and NSEIL from time to time and therefore has agreed to the request of the Authorised Person.
5. SEBI vide the said Circular has stipulated that the stock broker and authorised person shall enter into written agreement(s) in the form(s) specified by Exchange which would inter-alia cover scope of the activities, responsibilities, confidentiality of information, commission sharing, termination clause, etc;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. SCOPE OF THE ACTIVITIES

- (a) The Trading Member and the Authorised Person shall act as per the requirements specified by SEBI and NSEIL in its Circulars issued from time to time.
- (b) The Authorised Person hereby acknowledge and confirm that the Authorised Person is entitled to act as a 'Authorised Person' within the meaning and subject to SEBI Circular MIRSD/ DR-1/ Cir- 16 /09 dated November 06, 2009 and Circulars issued by SEBI and NSEIL from time to time.
- (c) The client shall be registered with Trading Member only. The funds and securities of the clients shall be settled directly between Trading Member and client and all documents like contract note, statement of funds and securities would be issued to client by Trading Member. The Authorised person may provide administrative assistance in procurement of documents and settlement, but shall not issue any document to client in its own name. No fund/securities of clients shall go to account of the Authorized Person.
- (d) All acts of omission and commission of the Authorized Person shall be deemed to be of the Trading Member.

2. RESPONSIBILITIES/OBLIGATIONS OF THE AUTHORISED PERSON

- (a) The Authorised Person shall not commit transactions in securities through the Trading Member in excess of the amount mutually agreed upon in writing from time to time.

- (b) The Authorised Person shall receive his remuneration - fees, charges, commission, salary, etc. - for his services only from the Trading Member and he/it shall not charge any amount from the clients.
- (c) The Authorised Person shall inform the Trading Member of any proposed material change in its status and constitution.
- (d) The Authorized Person shall not receive or pay any money or securities in its own name or account. All receipts and payments of securities and funds shall be in the name or account of Trading Member.
- (e) The Authorised Person shall not to issue any documents like bill, confirmation memo, statement of funds/securities to the clients in its own name.
- (f) The Authorised Person agrees that the Trading Member and NSEIL would be entitled to establish any other additional control that it desires to ensure safe and secure dealing of investors with the Authorised Person.
- (g) The Authorised Person shall permit the Trading Member and NSEIL to conduct the inspection of the branch where the terminals are located and records of the operations carried out by the Authorised Person.

3. RIGHTS, RESPONSIBILITIES/OBLIGATIONS OF THE TRADING MEMBER

- (a) The Trading Member shall be responsible for all acts of omission and commission of the Authorised Person and/or their employees, including liabilities arising there from.
- (b) The Trading Member shall maintain a separate record including accounts in respect of the dealings in securities entered into on behalf of the individual client's dealing, with bifurcation showing the details by the Authorised Person.
- (c) The Trading Member shall display at the branch office additional information such as particulars of the Authorised Person in charge of that branch, time lines for dealing through Authorised Person, etc., as may be specified by NSEIL.
- (d) On noticing irregularities, if any, in the operations of the Authorised Person, the Trading Member shall be entitled to seek withdrawal of approval, withhold all moneys due to Authorised Person till resolution of investor problems, alert investors in the location where Authorised Person operates, file a complaint with the police, and take all measures required to protect the interest of investors and market.
- (e) The Trading Member shall be entitled to conduct periodic inspection of branch assigned to the Authorised Person and records of operations carried out by the Authorised Person.

4. SHARING OF COMMISSION

The Authorised Person shall receive such remuneration - fees, charges, commission, salary, etc. for his services from the

Trading Member as may be mutually agreed between the Authorised Person and the Trading Member from time to time.

5. TERM AND TERMINATION

- (a) The Trading Member and the Authorised person agree that irrespective of the date of the Agreement, the Authorised Person will commence business only after receipt of approval granted by NSEIL, continue business during currency of the approval and will stop business as an Authorised Person from the date of withdrawal of approval by NSEIL.
- (b) The Trading Member and the Authorised Person 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 party at its respective address mentioned above.
- (c) Where the Trading Member has terminated his/its agreement with the Authorised Person, the Trading Member shall inform NSEIL.
- (d) This Agreement shall forthwith stand terminated-
 - i) if the Trading Member for any reason ceases to be a member of NSEIL including by cessation of membership by reason of the Trading Member's death, resignation, expulsion or having being declared a defaulter or if the certificate issued by the SEBI is cancelled;
 - ii) upon the demise/insolvency of the Authorised Person or the withdrawal of his/its approval with NSEIL.
 - iii) on being satisfied that the continuation of Authorised Person is detrimental to the interest of investors or securities market or the Authorised Person at a subsequent date becomes ineligible under clause 4 SEBI circular vide reference no. MIRSD/ DR-1/ Cir- 16 /09 dated November 06, 2009 or Circulars issued from time to time and also Circulars issued by NSEIL from time to time.
- (e) In the event of withdrawal of the Authorised Person approval, the Trading Member shall ensure that investors/general public is informed about cancellation of appointment of the Authorised Person. A public advertisement to that effect shall be required to be issued by the Trading Member in a local newspaper where the Authorised Person's registered office, Head Office/Corporate office is situated and another in English daily news paper with wide circulation.

6. DISPUTES

- (a) If any dispute arises between the Trading Member and the Authorised Person, the same shall be settled as per the dispute resolution mechanism in accordance with the Rules, Bye-laws and Regulations of NSEIL.
- (b) Dispute between a client and an Authorised Person shall be treated as dispute between the client and the Trading Member and the same shall be submitted for redressal to the Investor Service Cell/Arbitration mechanism of NSEIL.

7. GENERAL

- (a) Confidential
The Parties shall keep confidential all information pursuant to this Agreement and save and except which may be required to be disclosed under law or on need to know basis. The disclosing Party shall inform the other concerned Party(ies) of

receipt of any such communication/notice/intimation requiring such disclosure to enable the concerned Party(ies) to take appropriate action, if required.

- (b) Binding Effect
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal successors.
- (c) Force Majeure
Neither party shall be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means any event due to any cause beyond the reasonable control of the Trading Member and the Authorised Person, including, without limitation, unavailability of any communication system, breach or virus in the processes, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking unauthorized access to computer data and storage devices, computer crashes, etc.
- (d) Variation
The Agreement shall not be altered, amended and/or modified by the Parties in a manner that shall be in a contravention of any other provisions of this Agreement.
- (e) Severability
If any provision of this Agreement is agreed by the parties to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, this Agreement shall continue in force save that such provision shall be deemed to be deleted here from with effect from the date of such agreement or decision or such earlier date as the Parties may agree.
- (f) Interpretation
In this Agreement, unless otherwise stated: -
Words in the singular shall include the plural and vice versa;
The headings in this Agreement are for convenience only and are not intended to have any legal effect; and
Words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
- (g) Waiver
A failure by either party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.
- (h) Governing law and jurisdiction
The construction, validity and performance of this Agreement shall be governed in all respects by the laws of India. The parties hereby submit to the exclusive jurisdiction of the Courts at Kolkata.

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

Signed and delivered by
For & on behalf of **Authorised Person**



(Authorised Signatory)

Witness for the Authorised Person

- 1) Signature  _____
Name _____
Address _____
- 2) Signature  _____
Name _____
Address _____

For **Ashika Stock Broking Ltd.**

Witness for the Trading Member

- 1) Signature _____
Name _____
Address _____
- 2) Signature _____
Name _____
Address _____

MEMBER AND AUTHORISED PERSON AGREEMENT

THIS AGREEMENT made on this _____ day of _____, 20_____ at Kolkata, between M/s Ashika Stock Broking Ltd, a company incorporated under the provisions of the Companies Act, 1956 (hereinafter referred to as the "Member") and having its Registered office at registered office at 226/1 A. J. C Bose Road, 7th floor, Kolkata – 700 020 of the ONE PART.

AND

_____, (name of Applicant), an individual/Sole Proprietorship/Partnership Firm/LLP/Body Corporate registered and incorporated under the provision of Relevant Act, having his office/residence/registered office at _____

(hereinafter called the "Authorised Person") 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 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 said MEMBER is registered as (a) Trading cum Clearing member in Capital Market Segment bearing SEBI registration No. INB 230833437, (b) Trading Cum Clearing member in the Futures and Options Segment bearing SEBI Registration No. INF230833437, (c) Trading member in Currency Derivative Segment bearing SEBI Registration No. INE230833437 ("**National Stock Exchange of India Ltd**").

The said MEMBER is also registered as (a) Trading cum Clearing member in the Capital Market Segment bearing SEBI Registration No. INB010833433 (b) Trading member in Futures and Options Segment bearing SEBI Registration No. INF010833433 (c) Trading Member in Currency Derivative Segment bearing SEBI Registration No. INE010833433 ("**Bombay Stock Exchange Limited**")

The above mentioned all the Exchanges are hereinafter collectively referred as "the said Exchanges".

WHEREAS the AUTHORISED PERSON is desirous of becoming affiliated with the MEMBER with the object of allowing the Clients, introduced by the AUTHORISED PERSON in pursuance of this Agreement (herein after referred to as "such Clients") to deal through the MEMBER in the secondary market and in such other products as permitted by the MEMBER in writing.

NOW THEREFORE this agreement witnesseth as follows:

1. The MEMBER and the AUTHORISED PERSON hereby acknowledge and confirm that the AUTHORISED PERSON is affiliated to the MEMBER and that the AUTHORISED PERSON shall within the scope of the authority given under these presents, be entitled to act as a 'AUTHORISED PERSON' within the rules of the said Exchange, for assisting such Clients in buying, selling or dealing in securities through the MEMBER.
2. The MEMBER and the AUTHORISED PERSON agree that irrespective of the date of agreement, the AUTHORISED PERSON will commence business as an AUTHORISED PERSON only after approval from the said Exchange, continue business during currency of the approval and will stop business as an AUTHORISED PERSON from the date of termination of the agreement. The AUTHORISED PERSON shall bear the expenses and fees which includes processing or other fees as may be levied by the Exchanges from time to time in this regard.
3. The AUTHORISED PERSON shall inform the MEMBER of any proposed material change in its status and constitution, before seeking prior approval for the same from the said Exchange, as required.
4. The AUTHORISED PERSON shall satisfy itself as to the genuineness of his Clients and shall fully comply with the applicable know your client {KYC norms and related guidelines of SEBI}. The AUTHORISED PERSON shall not deal with any client if he is unsure of the bonafides of the client. Further, the AUTHORISED PERSON shall satisfy himself as to the genuineness of the securities delivered by the clients' and the financial status and source of funds of such Clients. The AUTHORISED PERSON shall not introduce any client to the MEMBER who has reason to suspect genuineness. The AUTHORISED PERSON shall not certify any document as true or correct, unless the AUTHORISED PERSON has examined the original document.
5. The AUTHORISED PERSON will be responsible for handling and resolving all client enquiries and complaints and shall notify the MEMBER promptly of any complaint received.
6. The AUTHORISED PERSON unequivocally undertakes, warrants and agree to strictly adhere to and comply with all terms relating to its business including but not limited to the following i.e. to:
 - a. Carry on the business from the address as intimated to the MEMBER and not use the name of the MEMBER from or in connection with

- b. any other location without prior written approval of the MEMBER.
- b. The AUTHORISED PERSON or his employees persons appointed by him for carrying out his business as a AUTHORISED PERSON of the MEMBER, shall not at any time, represent himself/ themselves as an employee of the MEMBER or make any false promise of fixed return to the clients on their respective investments.
- c. Refrain from appointing on its behalf any sub -agent or entering any arrangement which tantamount to sub-agency without due intimation or approval from the MEMBER.
- d. Use only in the manner permitted by the MEMBER, the name, logo, style and words, signs and marks of or associated with the MEMBER.
- e. Carry out advertising and publicity campaigns in his/its area, if required, at his/its own expense, further, that all outgoing communications with any outsider shall ONLY be with the prior written approval of the MEMBER only.
- f. Ensure the best possible conduct so as to maintain the reputation and goodwill associated with the MEMBER'S name.
- g. Keep in safe custody all forms, cheques/other banking instruments and all other documents in connection with or in respect to the collections/ procurement and to duly deposit the same at the earliest with the MEMBER / MEMBER'S Bankers or authorized representatives and immediate intimation to be given to the member.
- h. Be solely responsible for any loss or damage arising out of theft, misappropriations or otherwise of the forms, cheques/ other banking instruments and all other documents in connection with or in respect to the collection/ procurements.
- i. Indemnify the MEMBER for any loss or damage caused to the MEMBER on account of any act or omission or negligence by the AUTHORISED PERSON or his/its employees.
- j. Return forthwith to the MEMBER on expiry or termination of the Agreement, all information, research inputs, records, databases and other documents that may have been provided by the MEMBER to the AUTHORISED PERSON during the continuance of this Agreement without retaining copies thereof.
- k. Strictly adhere to the Rules, Regulations and Bye Laws of the said Exchanges and Securities and Exchange Board of India (SEBI) as amended from time to time.
- l. Apprise and adhere to the changes, modifications, amendments in the circulars, rules, regulations, bye laws, and guidelines of the said exchange and any such circulars, notes, press releases, as released by SEBI from time to time, wherever applicable and to comply with the Prevention of Money Laundering Act, 2002, as amended.
- m. Keep apprised about trading / settlement cycles, delivery /payment schedules and any changes therein from time to time to their CLIENTS to comply with such schedules / procedures of the relevant stock exchanges.
- n. Take prior permission of the MEMBER before seeking registration to act as a Broker/ Sub Broker/Authorised Person of any Exchange.
7. AUTHORISED PERSON further confirms that any violation of the conditions mentioned above along with those enumerated in Schedule i shall attract disciplinary action including penalty as decided by Ashika Stock Broking Ltd.
8. MARGIN: -
 - (a) The AUTHORISED PERSON shall, in addition to the Margin paid by Clients of the AUTHORISED PERSON to the MEMBER, provide Margin, either by way of cheque/FD/BG collectively known as Cash

Component and / or in the form of approved securities or in such other form approved by the MEMBER from time to time, of an amount mutually agreeable between the MEMBER and the AUTHORISED PERSON as a security for performance of contracts by their Clients. Any margin deposited by the Authorised Person shall always be interest free Margin. The AUTHORISED PERSON hereby authorizes the MEMBER to adjust, in case of failure by their Clients to pay any dues (including Brokerage and other charges payable by such Clients) to the MEMBER, out of the said Margin and existing and future commission receivable by the AUTHORISED PERSON. In case of any shortfall, the AUTHORISED PERSON undertakes to replenish the same immediately on demand by the MEMBER. After adjusting any such dues, if the amount of Margin falls short as mutually agreed between the MEMBER and the AUTHORISED PERSON, the AUTHORISED PERSON hereby undertakes to pay the required amount to clear such shortfall within 24 hours of due intimation to the AUTHORISED PERSON of such shortfall. In case the AUTHORISED PERSON fails to replenish the shortfall within the prescribed time limit, the MEMBER reserves the right to liquidate the deposit of the AUTHORISED PERSON and such other securities / collateral of the AUTHORISED PERSON which are in control of or in possession of the MEMBER including but not limited to the commission to be paid in terms of this agreement.

- (b) Margins in the form of approved securities will be computed after applying appropriate haircuts on the approved securities and after deducting mark to market losses on the approved securities (provided as margin) as well as on all exposures of the AUTHORISED PERSON.
- (c) The MEMBER has the right to impose higher or lower margins, if the MEMBER considers it prudent to do so, without giving any notice. Upon intimation of such a requirement for higher margins, the AUTHORISED PERSON shall forthwith bring in the required additional margins through cash and / or approved securities. The MEMBER may also insist on the additional margin being brought in only by way of cash.
- (d) In case of any changes stipulated by SEBI or the Stock Exchanges or in the event of the MEMBER considering it prudent to do so, the modalities of levying margins will be revised accordingly.
Explanation: For the purpose of this Agreement the term "Dues of such Clients" shall include the amount of monies payable by such Clients including, but not limited to, the purchase price of the Securities, Brokerage, Margin Money, Service Tax, Auction Debits and Charges, Service Charges, Depository Charges, and other amounts agreed to including unbilled payments if any, and payable by such Clients to the MEMBER. The AUTHORISED PERSON shall in no circumstances use any funds or securities of such Clients as its own MARGIN with the MEMBER.
- (e) Having regard to the size of the business handled on behalf of the AUTHORISED PERSON, the MEMBER, in addition to margin as mentioned above, can ask the AUTHORISED PERSON to deposit such amount as may be mutually agreed upon for securing AUTHORISED PERSON'S obligation of their Clients to the MEMBER. The said deposit shall be utilized by the MEMBER only for discharging the liabilities of the AUTHORISED PERSON and their Clients.

9. COMMISSION:-

- (a) The MEMBER and the AUTHORISED PERSON agree to share the commission between them in terms of their mutual understanding as per Schedule II.
- (b) The MEMBER reserves the right to amend or revise the commercial terms and conditions from time to time which amendments shall be effective upon MEMBER giving the AUTHORISED PERSON seven (7) days prior notice in writing.
- (c) Commission would be paid in the name of the AUTHORISED PERSON as agreed to between the parties in writing. Taxes and other levies as applicable will be deducted at source.
10. The AUTHORISED PERSON acknowledges that the MEMBER may at its sole discretion and on the request of the AUTHORISED PERSON allot trading terminal(s) for executing the trades. The said terminal shall be installed at the said premises of the AUTHORISED PERSON. The AUTHORISED PERSON will have to arrange for the necessary hardware and connectivity via the ISDN line/ leased line/ VSAT or any other mode specified by the MEMBER and to install the relevant software to make it operational. The AUTHORISED PERSON shall be charged with such deposits as decided by the MEMBER including the costs of the trading terminal and connectivity in the form of Periodic Bills/ Annual Maintenance Charges/other incidental and/ or ancillary expenses etc. as decided by the MEMBER as mentioned in Schedule-II. It is agreed by the AUTHORISED PERSON that as and when member incurs or pays for such cost, charges and expenses, the same becomes payable by the AUTHORISED PERSON immediately and shall be debited to the account of the AUTHORISED PERSON maintained by the Member. The AUTHORISED PERSON undertakes and agrees that it will take all the necessary steps, precautions and necessary certifications as required by the said Exchange to ensure that the said terminal shall be operated by either himself or by persons authorised by him with the prior approval of the MEMBER subject to the validity of the certifications and that the

AUTHORISED PERSON accepts the complete and unconditional responsibility of all the trades executed through the said terminal along with its timely settlement. The AUTHORISED PERSON also accepts and agrees that records produced by the MEMBER of the trades and transactions executed from the said terminal installed at the aforementioned premises shall not be disputed or contested by the AUTHORISED PERSON and that the same shall be accepted with complete responsibility. AUTHORISED PERSON shall be responsible for maintaining the validity of the certifications in force at all times of the persons operating the terminals.

11. In respect of the trades of such Clients, the AUTHORISED PERSON undertakes to remove objections for bad delivery of shares, rectification of bad delivery, obtaining appropriate instruction forms from such Clients for transfer of shares and related matters in respect of shares and securities delivered/to be delivered or received/to be received by the AUTHORISED PERSON for and on behalf of such Clients.

12. TRADE CONFIRMATIONS:

The MEMBER shall issue the trade confirmation directly in name of such Clients, in the form of contract note or otherwise and send it via mail, e-mail, courier, Registered A.D, oral communication or otherwise at the postal address, telephone, e-mail addresses intimated by such Clients to the MEMBER or post the same on its website with restricted access through user id and password to such Clients. AUTHORISED PERSON shall not issue any notes, bills, receipts or confirmations etc to the client directly in violation of the terms and conditions of this agreement.

13. PAYMENTS: -

- (a) All payments for securities bought by such Clients shall be made in the name of MEMBER i.e. "ASHIKA STOCK BROKING LTD.", by way of an account payee Cheque. The Cheque shall be issued directly from the bank account belonging to such Clients and in no circumstances shall the AUTHORISED PERSON obtain a payment from such Clients in its favour and remit the proceeds to the MEMBER. AUTHORISED PERSON shall ensure proper identification of their client through mention of name/code on the back of the issued cheques.
- (b) The AUTHORISED PERSON shall forthwith on receipt of any payment from the Clients, deposit the same to the Clients' account with the MEMBER.
- (c) The AUTHORISED PERSON shall at all times be responsible for any loss, damage, caused to the MEMBER / Clients on account of transfer of funds to any other bank account / wrong credit given including the losses suffered by the MEMBER/ Client pursuant to wrong or incorrect client code mentioned on the back of the cheques as deposited by the Authorised Person on behalf of their client.
- (d) For the payments due to their Clients, the MEMBER will draw an account payee cheque payable to a specified bank account (as mentioned at the time of execution of KYC or amendment thereon) of the clients only. Payment under no circumstances be made in the name of the AUTHORISED PERSON or any third party.

14. TRANSFER OF SECURITIES:

- (a) As is the case with funds, all securities which are sold by such Clients in dematerialized form shall be delivered to the said Exchange in accordance with the settlement cycles. Shares shall be delivered to the MEMBER'S Demat pool account directly from the specified Client's Demat account and not from a third party account or from AUTHORISED PERSON'S account. Similarly, shares purchased shall be delivered directly to such Client's demat account and not to any other demat account or to the AUTHORISED PERSON'S demat account. The MEMBER and the AUTHORISED PERSON hereby mutually agree that all transactions in securities on behalf of the Clients of the AUTHORISED PERSON shall be settled between the contracting parties and subject to the procedures for settlement of transactions laid down in accordance with the provisions and by-laws of the said Exchange from time to time.
- (b) The AUTHORISED PERSON shall at all times ensure that the securities of their Clients to be delivered to the MEMBER in respect of the settlement / margin obligations and shall in no circumstances be delivered to the depository account of the AUTHORISED PERSON or to any other third party depository account.
- (c) AUTHORISED PERSON shall at all times be responsible for any loss, damage, caused to the MEMBER /Clients on account of transfer of securities of the Clients to any other depository account than that of the MEMBER.

15. The AUTHORISED PERSON shall always display Notice Board & relevant certificates as per the requirement of the Exchanges in a permanent manner at the prominent location in its office from where the trading terminals are located.

16. TRADING RULES:

- (a) The AUTHORISED PERSON shall not enter into such transactions for the Client in violation of Prevention of Money Laundering Act, 2002 or any other applicable laws for the time being in force, as amended. The AUTHORISED PERSON shall act only for those clients whose genuineness is duly ascertained at his end.

- (b) It shall be the primary responsibility of the AUTHORISED PERSON to ensure that the client or the AUTHORISED PERSON does not indulge into any price manipulation of any securities at any time. If the AUTHORISED PERSON is suspicious that any of his/ her clients is acting against market interest with regard to price discovery, ramping up volumes or the like, without actual transfer of interest in the securities, the AUTHORISED PERSONS shall not place such trades and shall bring this to the notice of the MEMBER immediately.
- (c) The AUTHORISED PERSON shall not indulge in any trade(s), which are designed purely to convey an impression of trading volumes, with or without price movement, and are not a genuine trade. Moreover AUTHORISED PERSON shall exercise due care and caution when options trades are entered into the system at prices, which vary considerably than the present intrinsic value at the given point.
- (d) The AUTHORISED PERSON shall ensure that all his clients are registered with the MEMBER as clients.
- (e) The AUTHORISED PERSON shall ensure that all clients' trades are placed under the clients' respective codes as duly allotted by the MEMBER.
- (f) The AUTHORISED PERSON shall always place trades only with the consent of the client and the onus to prove the same at the time of dispute squarely lies on the AUTHORISED PERSON.
- (g) The AUTHORISED PERSON should not put trades where he/it may have a suspicion that the client is placing simultaneous opposite orders with another broker. The AUTHORISED PERSON should place orders in the normal course and should not accept any request for time gaps between order entry and trade execution.
- (h) The AUTHORISED PERSON should exercise due care to avoid errors during order execution. Further he should ensure that clients' have been given suitable order confirmation as well.
- (i) The AUTHORISED PERSON should be circumspect in communicating with the client. The AUTHORISED PERSON is permitted to give such information as is otherwise publicly available. The AUTHORISED PERSON is expected to conduct himself/itself in a professional manner and shall not comment upon or spread market rumors. The AUTHORISED PERSON shall not make statements, which cannot be backed up with suitable substantiation.
- (j) The AUTHORISED PERSON shall not buy, sell or recommend a security while in possession of knowledge or material confidential in nature. The AUTHORISED PERSON shall not use data, which is not available to all other clients, for the benefit of few clients.
- (k) The AUTHORISED PERSON shall not place trades of small quantity for the purpose of price discovery or otherwise and shall ensure that the client order is reflected in full in the order placed through the AUTHORISED PERSON.
- (l) The AUTHORISED PERSON shall whenever necessary, promptly make margin calls on his/its clients'.
- (m) The AUTHORISED PERSON shall not guarantee any return or guarantee against any client against loss or a margin call in respect of any transaction effected with or for the client.
- (n) The AUTHORISED PERSON agrees that he/it shall not lend or borrow money or securities to/from the Client.
- (o) The AUTHORISED PERSON shall under no circumstances use funds/ securities belonging to his/its client or to any third party for payment of MARGIN, deposit or otherwise to the MEMBER. The AUTHORISED PERSON agrees that the MEMBER may at any time block third party receipt and transfer of securities from/ to the DP a/c of the AUTHORISED PERSON.
- (p) The AUTHORISED PERSON shall under no circumstances collect any executed delivery instruction slips from his/its Clients, which are blank or partially filled.
- (q) In case any trades are proved to be a part of circular trading or internal trading or are found to be abnormal trades by the Exchanges or by any authority for what so ever reason, the AUTHORISED PERSON shall indemnify the MEMBER for any loss or damaged caused to the MEMBER. Any losses from the erroneous trades if any shall be borne by the AUTHORISED PERSON, if trades are executed through his terminal.
- (r) The AUTHORISED PERSON shall monitor all trading as well as off market transactions of all his/its clients at periodic intervals to ensure that no client is acting in the role of an unregistered intermediary.
- (s) The AUTHORISED PERSON shall not permit his office to be used by any other person, who is a relative or otherwise, for any securities related business and shall not allow any person/firm/company to carry on the securities related business from its office premises.
17. The AUTHORISED PERSON shall satisfy itself as to the genuineness and the financial soundness of their Clients along with the securities delivered by them and shall indemnify and keep indemnified the MEMBER at all times of, from and against any claim that may be made by any person, entity or regulatory authority relating to the execution of such Clients transactions. Notwithstanding what is stated in this Agreement, it shall be the primary responsibility of the AUTHORISED PERSON to ensure payment and effect timely and good delivery for the pay-in obligations of such Clients. In case of bad delivery/ non payment of the obligation dues and/or non delivery of the securities obligation, it shall be the primary responsibility of the AUTHORISED PERSON to indemnify the MEMBER for any losses on account of such default on account of the clients of the AUTHORISED PERSON.
18. The MEMBER shall not be liable for any losses that may be incurred by such Clients on account of their inability to square up positions or effect trades on a timely basis in the event of any of the following:
- Inability to execute trades arising out of breakdown in connectivity between the AUTHORISED PERSON office and the MEMBER'S office or between the MEMBER'S office and the said Exchange.
 - Inability to execute trades due to force-majeure Circumstances of the MEMBER/AUTHORISED PERSON.
 - Inability to execute transactions due to any restrictive action taken by the MEMBER on the AUTHORISED PERSON as warranted by the Risk Management of the MEMBER.
19. In the event of any failure, interruption or delay in performance of the obligations of the MEMBER resulting from acts, events or circumstances not reasonably within its control including but not limited to act of God, fire, civil commotion, insurrection, embargo, industrial disputes, acts or regulations of any governmental or supranational bodies or authorities, breakdown, failure or malfunction of any telecommunications or computer services, the MEMBER shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by such Clients or the AUTHORISED PERSON.
20. The parties to this agreement undertake not to disclose any information gained during the course/tenure of this assignment/ agreement to any third party without the express written consent of the other party except to any regulatory authority pursuant to any inquiry or investigation or by requirement of law or to an arbitrator or a court of law in the course of proceedings in which both parties are involved. This obligation shall continue even after the termination of this agreement.
21. The AUTHORISED PERSON and the MEMBER hereby agree that they will assist and co-operate with each other in ensuring quick settlement of any arbitration proceedings arising out of the transactions executed on behalf of their Client.
22. TERMINATION AND CONSEQUENCES
The MEMBER and the AUTHORISED PERSON shall be entitled to mutually 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 party at its respective address mentioned in the agreement. The MEMBER shall be entitled to forcibly terminate this Agreement in the event of the AUTHORISED PERSON failing to comply with the provisions of the Trading Rules of SEBI and Exchange. The same can be terminated by the MEMBER subject to the written notice of minimum seven days in this regard. Provided however that, in the event of the AUTHORISED PERSON terminating the agreement and/ or termination of the AUTHORISED PERSON by the MEMBER, for any reason, all such Clients pursuant to termination shall be deemed to be the direct clients of the MEMBER. Any expenses incurred by the MEMBER in publishing the notice of termination or taking such steps for termination of arrangement under this agreement shall be debited to the AUTHORISED PERSON'S Account. Where the MEMBER has terminated its agreement with the AUTHORISED PERSON, the MEMBER shall inform the said Exchange.
23. In addition to the above, this Agreement shall forthwith stand terminated;
- On the violation of any of the terms of this agreement either not rectifiable or which is not rectified even after 15 days (fifteen days) written notice by the party aggrieved by the violation to the other party.
 - if the MEMBER for any reason ceases to be a MEMBER of the said Exchange including by cessation of membership or by reason of MEMBER'S expulsion or having been declared as defaulter or if the certificate issued by SEBI is cancelled.
 - Upon the demise/insolvency of the AUTHORISED PERSON or the / withdrawal of recognition of the AUTHORISED PERSON. by the said Exchange.
24. On termination of this Agreement by any party
- AUTHORISED PERSON shall forthwith handover the Notice Board, VSAT equipment in case installed by the MEMBER at the premises of the AUTHORISED PERSON. The AUTHORISED PERSON shall indemnify and keep MEMBER indemnified at all times, till such Notice Board, VSAT equipment is handed over to the MEMBER, from and against all damages, losses, claims arising out of or related to the use or possession of such VSAT equipment by the AUTHORISED PERSON after the termination of the agreement, including all third party claims.
 - AUTHORISED PERSON shall not solicit business for any product or service to the Clients who were serviced by it and shall forthwith disassociate itself from those Clients of the MEMBER from the date of termination for a period for atleast 3 years.

- (c) If the Member wants to retain a part of the deposit to meet the anticipated future liabilities on account of past transaction of the AUTHORISED PERSON, the same shall be retained by the MEMBER and the AUTHORISED PERSON shall be intimated accordingly.
- (d) The MEMBER can retain the deposits/ ledger balances of the AUTHORISED PERSON in case of any dispute alive against the client of the AUTHORISED PERSON. The same can be in the form of cash/ securities to be withheld till the pendency of the matter/dispute without any notification to the AUTHORISED PERSON.
25. Notwithstanding any such termination all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into or prior to the termination of this agreement shall continue to subsist and vest in/be binding on the respective parties or his/her/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
26. In event of the death or insolvency of the AUTHORISED PERSON or his otherwise becoming incapable of conducting business as such his/its legal representative shall be liable for any losses, costs which may result there from to the same extent that the AUTHORISED PERSON would otherwise have been liable, and all such Clients shall be deemed to be the direct clients of the MEMBER.
27. On account of failure of the AUTHORISED PERSON in making the payment of the amount payable by him under this Agreement, the MEMBER reserves the right to liquidate the deposit of the AUTHORISED PERSON and such other securities/ collateral of the AUTHORISED PERSON which are in control of or in possession of the MEMBER including but not limited to the compensation/ commission to be paid in terms of this agreement.
28. The MEMBER reserves the right, without giving any prior notice, to inspect the premises, books, records and documents of the AUTHORISED PERSON. The AUTHORISED PERSON agrees to provide all assistance and co-operation that may be required by the MEMBER to complete the scrutiny or examination of records. The MEMBER may require latest bank passbooks, statements, Depository Account Statements etc. for the purposes of inspection of the account of the AUTHORISED PERSON and it shall be the duty of the AUTHORISED PERSON to provide a copy of such statement to the MEMBER as and when required.
29. Any NON compliance as observed during inspection will lead to the levy of the penalty as enumerated in the Schedule I of this agreement. Further the same is only illustrative and not exhaustive and the quantum of penalty varies on the severity of the observation.
30. The AUTHORISED PERSON, shall indemnify and shall always keep indemnified the MEMBER harmless at all times from and against all claims, demands, actions, proceedings, loss, damages, liabilities, charges and / or expenses that are occasioned or may be occasioned to the MEMBER directly or indirectly, owing to the transactions undertaken for their Clients by the MEMBER. The same includes the cost of Legal Expenses, Arbitration Cost, Consultancy Cost and Cost of travelling pertaining to any claim/dispute raised by the clients belonging to AUTHORISED PERSON.
31. In the event of the surrender of the AUTHORISED PERSON registration, the MEMBER may ensure that the investor/general public is informed about surrender of registration of the AUTHORISED PERSON. A public advertisement to that effect may be issued by the MEMBER in a local newspaper where the AUTHORISED PERSON'S Registered office, Head Office/Corporate office is situated

and another in English daily newspaper with wide circulation. The cost of such advertisement is to be borne by the AUTHORISED PERSON.

32. AMENDMENT

This Agreement can be altered, amended and/or modified by the parties mutually in writing without derogating from the contents of this Agreement. The aforesaid is without prejudice to the various other provisions of this Agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of changes in Rules and Regulations of SEBI or Byelaws, Rules and Regulations of the said 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. The MEMBER shall intimate the same to the AUTHORISED PERSON. In case the AUTHORISED PERSON continues to deal with the MEMBER subsequent to the intimation of such amendment, it shall be deemed that the AUTHORISED PERSON is agreeable to the new clauses. However the AUTHORISED PERSON has the right to terminate the Agreement through communication in writing subject to the meeting of the other obligations under this agreement.

33. SEVERABILITY:

In case anyone or more of the provisions contained in this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereto.

34. FURTHER ASSURANCES:

In connection with this Agreement, as well as all transactions contemplated by this Agreement as offered by the MEMBER from time to time, each party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions / services under this Agreement availed by the AUTHORISED PERSON from time to time.

35. ARBITRATION:

Any and all disputes, claims, differences arising out of or in connection with this Agreement and the Schedule(s) of Terms/ Repayment Schedule(s) attached hereto or the performance of this Agreement shall be settled by arbitration to be referred to a sole arbitrator to be appointed by the Member and the award thereupon shall be final, conclusive and binding upon the parties to this Agreement. The place of the arbitration shall be in Kolkata, the proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory amendments thereof. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrator, shall be shared equally by the Parties, unless the award otherwise provides.

36. JURISDICTION:

All trades, transactions and contracts are subject to the Rules and Regulations of the respective Exchange(s) on which the trades have been executed and the parties to such trade hereby submit the disputes to the exclusive jurisdiction of the courts at Kolkata only and no other Court. Jurisdiction of any other Court is specially ousted by the Agreement.

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

| | |
|--|--|
| <p><i>Signed and delivered by</i> For & on behalf of Authorised Person</p> <p> _____ (Authorised Signatory)</p> | <p><i>Witness for the Authorised Person</i></p> <p>1) Signature  _____ Name _____ Address _____</p> <p>2) Signature  _____ Name _____ Address _____</p> |
| <p>For Ashika Stock Broking Ltd.</p> <p>_____</p> | <p><i>Witness for the Trading Member</i></p> <p>1) Signature _____ Name _____ Address _____</p> <p>2) Signature _____ Name _____ Address _____</p> |

SUB-BROKER AGREEMENT (For IPOs/Corporate Fixed Deposits/Mutual Funds/Bonds)

This agreement is made at Kolkata this _____ day _____ between M/s. Ashika Stock Broking Ltd, a Company incorporated under the Companies Act, 1956 and having its registered office at 226/1 A. J. C Bose Road, 7th floor, Kolkata – 700 020 of the First Part;

AND

Mr. / Ms. / M/s. _____

Individual / Partnership Firm/ Body Corporate residing at / having its office at _____

(hereinafter referred to as the "SUB-BROKER") of the Second Part.

Whereas "ASBL" primarily in the business of Stock Broking is also participating in the distribution / mobilization of investment in financial products and services such as Public Issues, Corporate Fixed Deposits, Mutual Funds & Bonds etc. Whereas the SUB- BROKER is desirous of having an association with ASBL in the aforesaid distribution business.

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

1. The SUB-BROKER declares that it is not registered / affiliated / associated with similar entity as ASBL in the distribution business as aforesaid and/or undertakes to discontinue such registration / affiliation / association, if any, within a period of one month from the date hereof.
2. The SUB-BROKER declares that neither it nor any of its partners, directors as the case may be has / have ever been convicted of any criminal offence involving moral turpitude and also no legal proceedings are pending against it / any of them and also undertake/s to inform ASBL forthwith, in case any legal proceedings are initiated against it / any of them in future.
3. The SUB-BROKER shall not represent ASBL in any manner whatsoever against the interest of ASBL and shall not either directly or indirectly indulge in any acts/activities, which may be prejudicial to the interest of ASBL.
4. The SUB-BROKER shall not accept CASH from any investor for any products /services under any circumstances.
5. The SUB-BROKER shall not accept CHEQUE in his name, whether directly or indirectly for any products/services under any circumstances. Further, the SUB-BROKER shall not accept third party cheques / Drafts / Pay-orders from the investors for the purpose of their investment in any product.
6. The SUB-BROKER shall send all application(s) to the office of ASBL accompanied by local cheque(s) / draft(s) / payable at Kolkata only or as may be applicable. Brokerage will be paid to the SUB-BROKER only by way of Account Payee cheque(s)/ draft(s) after deduction of Income Tax at source as may be applicable at the time of such payment.
7. The variation in the rate of Brokerage pursuant to forthcoming IPOs / Mutual Funds, Fixed deposit or any other investment instrument etc shall be intimated to the SUB-BROKER by ASBL from time to time.
8. The SUB-BROKER shall not be paid any brokerage by ASBL in case of deposit(s), if application(s) is / are returned by the company for any reason whatsoever. In case, any deposit is withdrawn before the expiry of maturity period, the brokerage payable or paid on such deposit(s) shall be liable to deduction from future payment to the SUB-BROKER.
9. Complaints(s), if any, of the SUB-BROKER will be entertained by ASBL only when these are referred by quoting Registration Code and within a period of three months of giving relevant business to ASBL.
10. The SUB-BROKER shall not be entitled to issue any documents in the form of money receipt or otherwise to any investor on behalf of ASBL.
11. The SUB -BROKER shall not make any canvassing or inducement orally or in writing to the investors for making Investments in any of the products i.e. Fixed Deposits / Bonds/Public Issues / Mutual Fund etc. The discretion in this regard shall always be that of the investor.
12. No guarantee shall be given with regard to any of the products proposed to be sold or serviced by the SUB-BROKER in any capacity or manner, whatsoever.
13. ASBL shall not be liable or responsible for any kind of loss or damage incurred or suffered by the client of the SUB-BROKER resulting from acts, event or circumstances not reasonably within the control of ASBL including but not limited to force majeure conditions, system failure etc
14. The SUB-BROKER shall maintain the dignity of the Company and also maintain a high degree of integrity, promptitude, fairness and honestly in dealing with its clients, investors and public in general & render all possible co-operation and guidance to the investors with regard to the product and the services.
15. The SUB-BROKER shall send periodical reports with regard to sale of products and business and market trends from time to time as per the system / manner defined by ASBL and also send all material information, which may be relevant to the sale of product /services and / or matter connected therewith to ASBL.
16. The SUB-BROKER shall abide by all laws related to transactions of ASBL including Laws, Rules and

Regulations of Securities & Exchange Board of India, Reserve Bank of India, Association of Mutual Fund of India and all relevant enactments, including the Companies Act, 1956, SCRA, 1956 etc. or any other Rules, Regulations, Bye-laws, Acts as may be applicable.

17. The SUB-BROKER shall initiate and take all reasonable steps for the promotion of business of IPO / Mutual Fund in accordance with the Regulations, Code of Conduct, Norms and Guidelines for intermediaries that may be framed or amended by SEBI/ AMFI or any relevant authority from time to time.
18. The SUB-BROKER shall guarantee total confidentiality and secrecy of the entire information gained during the continuance of this agreement to any third party and shall never disclose without the express written consent of ASBL except to any regulatory authority, pursuant to any inquiry or investigation or by requirement of law or to an arbitrator or a court of law in the course of proceedings, in which both parties to this agreement are involved. This obligation shall survive even after the termination of this agreement.
19. ASBL reserves the right to alter any of the term(s) and / or condition(s) mentioned herein from time to time, which shall be effective after giving a notice in writing of not exceeding 7 days to the SUB-BROKER.
20. The SUB-BROKER also unconditionally and irrevocably agrees to indemnify ASBL and shall always keep ASBL Indemnified, harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, charges and / or expenses that are occasioned or may be occasioned to ASBL directly or indirectly, owing to the transactions undertaken for the Clients or on account of any act or omission or negligence by the SUB-BROKER or his/its employees.
21. The rights and remedies herein are cumulative and not exclusive of any rights or remedies provided by law. No failure to exercise or delay in exercising the same shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.
22. It is understood that the appointment of SUB-BROKER shall not constitute any arrangement whereby any employer / employee relationship may be constituted between the parties to this agreement.
23. This agreement shall terminate on the violation of any of the term(s) and / or condition(s) of this agreement by the SUB-BROKER. In such an event ASBL shall give a notice of termination of 7 (seven) days to the Sub Broker. Upon such termination , the SUB-BROKER shall remain liable for all liability, as may be caused or to be caused to ASBL and the SUB-BROKER shall not solicit any business from any client for any product or service including those clients, who were serviced by it and shall forthwith disassociate from all such and other clients of ASBL. The responsibility and liability of and indemnity by the SUB- BROKER shall survive even after the expiry of this agreement.
24. Any and all disputes, claims, differences arising out of or in connection with this Agreement and the Schedule(s) of Terms/ Repayment Schedule(s) attached hereto or the performance of this Agreement shall be settled by arbitration to be referred to a sole arbitrator to be appointed by the Member and the award thereupon shall be final, conclusive and binding upon the parties to this Agreement. The place of the arbitration shall be in Kolkata, the proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory amendments thereof. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrator, shall be shared equally by the Parties, unless the award otherwise provides.
25. All trades, transactions and contracts are subject to the Rules and Regulations of the respective Exchange(s) on which the trades have been executed and the parties to such trade hereby submit the disputes to the exclusive jurisdiction of the courts at Kolkata only and no other Court. Jurisdiction of any other Court is specially ousted by the Agreement.

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

| | |
|--|--|
| <p><i>Signed and delivered by</i> For & on behalf of Authorised Person</p>  <p>_____</p> <p>(Authorised Signatory)</p> | <p><i>Witness for the Authorised Person</i></p> <p>Signature  _____</p> <p>Name _____</p> <p>Address _____</p> |
|--|--|

| | |
|---|---|
| <p>For Ashika Stock Broking Ltd.</p> <p>_____</p> | <p><i>Witness for the Member</i></p> <p>Signature _____</p> <p>Name _____</p> <p>Address _____</p> |
|---|---|

SCHEDULE I
(Penalty for Non-Compliance)

| <i>List of Non Compliance</i> | <i>Single Violation</i> | <i>Multiple Violation</i> |
|---|-------------------------|---------------------------|
| 1. Notice Board/ Investors Alert Board/ SEBI certificate etc. not displayed prominently. | Rs. 5000/- Per office | Rs 10000/- Per office. |
| 2. False statement or misrepresentation of facts or any kind of documents which are altered documents and issued by Authorised Person to clients. | Rs. 5000/- | Rs. 10000/- |
| 3. Unauthorized Trading by Authorised Person in clients accounts (Trade without client's consent) or carrying out Portfolio Management Service on its own. | Rs. 5000/- | Rs. 10000/- |
| 4. Misuse of client's fund or securities i.e. receiving clients funds/securities into own account and transacting for own purpose. | Rs. 5000/- | Rs. 15000/- |
| 5. Clients Cheque or shares being deposited into account of another client. | Warning | Rs. 10000/- |
| 6. Blank Delivery Instruction book of clients found at Authorised Person's location. | Warning | Rs. 10000/- |
| 7. Signed Blank cheques given by clients found at Authorised Person premises. | Warning | Rs. 10000/- |
| 8. Unauthorised sub broking activity carried by Authorised Person (Trading in own account on behalf of clients) | Rs. 5000/- | Rs. 10000/- |
| 9. Involved in circular trading, creating false market, entering fictitious transactions and illegal transactions. | Rs. 25000/- | Rs. 50000/- |
| 10. Trade in securities outside the established trading system of the recognized stock exchange by taking share prices disseminated on-line by the exchange as reference prices (Dabba Trading) | Rs. 25000/- | Rs. 50000/- |
| 11. Cash dealing at Authorised Person's Office. | Rs. 25000/- | Rs. 50000/- |
| 12. Terminal of other broker installed in Authorised Person's premises. | Warning | Inactivation |
| 13. Issuing advertisement without prior approval of HO. | Warning | Rs. 5000/- |
| 14. Unapproved stationery of Ashika found with Authorised Person. | Rs. 5000/- | Rs. 10000/-per stationery |
| 15. Complaints of constituents not forwarded to HO in time along with requisite details. | Warning | Rs. 5000/- per complaint |

For and on behalf of
Ashika Stock Broking Ltd.

For and on behalf of Authorised Person

 _____
(Authorised Signatory)

Name:

Name:

Designation:

SCHEDULE II

Commercial Terms and Conditions of the Member - Authorised Person Agreement.

| | |
|---------------------------|---|
| A. TERMINAL MARGIN | Amount _____ given by (A) Cheque no _____ dated _____ OR (B) Stock (C) To be adjusted from Brokerage generated |
|---------------------------|---|

| B. BROKERAGE | | Ratio Sharing | | Fixed Brokerage (Min Share of ASBL) |
|---------------------|----------|---------------|-------------------------------------|--|
| | | AP : ASBL | Subject to min brokerage charged to | |
| EQUITY | Delivery | | | |
| | Futures | | | |
| | Options | | | |
| CURRENCY | Futures | | | |
| | Options | | | |
| IPO | | | | |
| Mutual Fund | | | | |
| Corporate FD | | | | |
| Bonds | | | | |

| | |
|--------------------------|--|
| C. SPECIAL TERMS: | |
|--------------------------|--|

| | |
|--|--|
| D. BACK OFFICE CHARGES (Applicable only if the service is availed for) | |
|--|--|

For and on behalf of
Ashika Stock Broking Ltd.

For and on behalf of
Authorised Person

 _____

Name:

Name:

Designation:

Designation:

| |
|----------------------------|
| FOR OFFICE USE ONLY |
| Approved by : _____ |

FORMATS AS APPLICABLE

**APPLICATION FORM BY THE APPLICANT FOR REGISTRATION AS
AUTHORISED PERSON WITH TRADING MEMBER OF BSE LTD.**

BSE

Annexure
2(a)

(As per Rules, Bye Laws & Regulation of the Exchange)
(To be printed on the Letter Head of Applicant)

| | | |
|-----|---|--|
| 1. | Name of applicant (applying for registration of Authorised Person.) | |
| 2. | Trade name : (of Authorised Person/ Partnership firm/ Corporate body) | |
| 3. | Segment 1. Cash Segment 2. Derivatives Segment 3. Currency Derivative | |
| 4. | Type of organization (sole proprietor/partnership/LLP/corporate body) [Kindly provide name/s of proprietor /partners/directors] | Type of organization: Names of Partners/Diretors: 1. _____ 2. _____ |
| 5. | Office address (with proof) (place from where authorised person will be operating - covering area, street/road, city/dist., state & PIN etc., all fields are compulsory). | |
| 6. | Contact Person Name Office Telephone Mobile Numbers Fax Numbers Email ID | |
| 7. | Residence address (with proof) with telephone number (i.e. of proprietor/all partners/all directors - covering area, street/road, city/dist., state & PIN etc., all fields are compulsory). | |
| 8. | Education qualification & Date of Birth (with proof) (of proprietor / all partners / all directors with proof are compulsory) | |
| 9. | PAN Number of the applicant & applicant firm and of proprietor/all partners/all directors with proof is compulsory. | |
| 10. | Name and clearing no. of main Trading Member to whom applicant is affiliated | |
| 11. | Date of signing agreement with the Trading Member | |
| 12. | Authorised person affiliated to a Trading Member in any other stock exchange - if Yes, provide details of Registration No. & Date with details of name of member to whom he/she/they is/are affiliated. | |
| 13. | Whether any case/claim/arbitration pending against the authorised person in any court/stock exchanges (provide details) | |
| 14. | In case applicant is member of a Regional/Multiple Stock Exchange, details of SEBI Registration No. & Date of Registration | |

I certify that the information given in this application form is true to the best of my/our knowledge and belief.

Date
Place:



Signature of applicant

**Formats as applicable to BSE to be provided on the letter head
in the prescribed format only**



**UNDERTAKING [Annexure 2 (b) (ii)]
(should be on the Letter Head of Applicant)**

Dy. General Manager
Membership Compliance Dept.
Bombay Stock Exchange Ltd.
Mumbai

I/We hereby confirm/declare/undertake that _____ (Name of proprietor/all partners/all directors as applicable should be mentioned) have not been convicted of any offence involving fraud or dishonesty and no trial is pending against above applicant/s in any court of law.

I/We hereby confirm/declare/undertake that the SEBI has not taken any action like cancellation of registration / or debarred or prohibited any of the applicant /s from dealing in securities market/imposed penalty after adjudication/prosecution etc. against any of the applicant/s (names as applicable).

In case of non-compliance on any of above or in case this confirmation/declaration/undertaking is found to be false, the Exchange may take necessary Disciplinary action as per the Rules, Byelaws and Regulations of BSE Limited.

Signature of Applicant Proprietor / Partner / Director

(with rubber stamp)

Date:

Annexure 2 (b) (iv) (FORMATS FOR BODY CORPORATE ONLY)

Date of Certificate _____

Submitted by _____ (name of Authorised Person) to BSE LTD

Shareholding Pattern of _____ (name of Authorised Person) As on _____ (date)

| Sr. No. | Name of Shareholders | Number of Shares held | Paid Up value per Share (Rs.) | Amount paid up (Rs.) | %age of total |
|---------|------------------------------|-----------------------|-------------------------------|----------------------|---------------|
| 1. | DETAILS OF ALL SHARE HOLDERS | | | | 100% |
| TOTAL | | | | | |

Date:

Place:

Signature/s of Director/s With Stamp of the Authorised Person

CERTIFICATE

This is to certify that the Capital and Shareholding of _____ as given above, based on my/ our scrutiny of the books of accounts, records and documents is true and correct to the best of my/our knowledge and as per information provided to my/our satisfaction.

Date:

Place:

For

(Signature of Partner/Proprietor of Certifying Firm)

Stamp of Certifying Firm with Membership Number

(Chartered Accountant / Company Secretary firm)

Annexure 2 (b) (v) (FORMATS FOR PARTNERSHIP FIRM / LLP ONLY)

Date of Certificate _____

Submitted by _____ (name of Authorised Person) to BSE LTD

Sharing Pattern of _____ (name of Authorised Person) As on _____ (date)

| Sr. no. | Name of the Partner | Capital in the Firm in Rs. | % Share in Profits | % Share in Losses |
|---------|-------------------------|----------------------------|--------------------|-------------------|
| 1. | DETAILS OF ALL PARTNERS | | | |
| TOTAL | | | 100% | 100% |

Partner: Mr. / Ms. _____

Date:

Place:

Signature/s of Partner/s With Stamp of the Authorised Person

CERTIFICATE

This is to certify that the Capital and Sharing Pattern of _____ as given above, based on my/ our scrutiny of the books of accounts, records and documents is true and correct to the best of my/our knowledge and as per information provided to my/our satisfaction.

Date:

Place:

For

(Signature of Partner/Proprietor of Certifying Firm)

Stamp of Certifying Firm With Membership Number

(Chartered Accountant / Company Secretary Firm)

UNDERTAKING

(Format as applicable to NSE to be provided on the Letter Head in the prescribed format only)

I/ We Mr./ Ms./ M/s. _____ (name of the applicant authorised member) had applied for appointment as Authorised Person of the Exchange on Capital Market / Futures & Options / Currency Derivatives Segment(s) through trading member, **M/s. Ashika Stock Broking Ltd.** In this regard, I/we hereby confirm/undertake that:

1. Neither I/we nor our directors/partners have been convicted for any offence in the past and presently not under trial for any offence involving fraud and dishonesty.
2. I/we will deal with investors on behalf of Trading Member only and that I/we would not engage in any activities with investors which could result in unauthorised intermediations.
3. Neither I/we nor our directors/partners am/are Authorised Person of any other member of the Stock Exchange nor have applied for appointment as Authorised Person with any other member of the Stock Exchange.
4. I/we am/are not defaulter/expelled on any stock exchange.
5. I/we am/are "fit and proper" person under SEBI (Intermediaries) Regulations, 2008 and no action has been taken against us by SEBI, RBI, etc. and I/we have not defaulted in payment to any agency.

Date: _____

Place: _____

* Name, Signature & Seal

*Should be signed by Proprietor / Partner / Director of the proposed Authorised Person.

Annexure - 2(b) (ii) (FORMATS FOR PARTNERSHIP FIRM / LLP ONLY)

DETAILS OF PARTNERS OF M/S. _____ (APPLICANT AUTHORISED PERSON'S NAME) AS ON _____

| No. | Name\$ | Partners Name | Date of Birth | PAN No. | Qualification | Residential Address | Contact/ Mobile No. | Profit/Loss Sharing Ratio |
|-----|--------|---------------|--------------------------------|---------|---------------|---------------------|---------------------|---------------------------|
| 1 | | | DETAILS OF ALL PARTNERS | | | | | |

NOTES : \$ All initials to be expanded (full name to be indicated)

Place:

Signature of Partner of the Authorised Person with Stamp of the Authorised Person

CERTIFICATE

This is to certify that the details of partners in M/s. _____ as given above, based on my/ our scrutiny of the books of accounts, records and documents is true and correct to the best of my/our knowledge and as per information provided to my/our satisfaction.

For (Name of Certifying Firm)

Name of the Partner/Proprietor

Chartered Accountant / Company Secretary

Membership Number

Date:

Annexure – 3 (FORMATS FOR BODY CORPORATE ONLY)

DETAILS OF DIRECTORS OF M/S. _____ (APPLICANT AUTHORISED PERSON'S NAME) AS ON _____

| No | Name \$ | Father's Name | Date of Birth | PAN No. | Qualification | Residential Address | Contact/ MobileNo. |
|----|---------|---------------|--------------------------|---------|---------------|---------------------|-----------------------|
| 1 | | | DETAILS OF ALL DIRECTORS | | | | |

NOTES: \$ All initials to be expanded (full name to be indicated)

Place:

Signature of Director of Authorised Person along with Stamp of the Authorised Person

CERTIFICATE

This is to certify that the details of directors in M/s. _____ as given above, based on my/ our scrutiny of the books of accounts, records and documents is true and correct to the best of my/ our knowledge and as per information provided to my/our satisfaction.

For (Name of Certifying Firm)

Name of the Partner / Proprietor

Chartered Accountant / Company Secretary

Membership Number

Date:

Annexure – 4 (FORMATS FOR BODY CORPORATE ONLY)

Shareholding Pattern of _____ (name of Authorised Person) as on _____ (date)

| Sr. no. | Name | Number of Shares held | Paid-up value per share (Rs.) | Amt paid-up (Rs.) | % age of total |
|--------------|------|------------------------------|-------------------------------|-------------------|----------------|
| 1. | | DETAILS OF ALL SHARE HOLDERS | | | |
| 2. | | | | | |
| TOTAL | | | | | 100% |

Place:

Signature(s)

Signature of Director of the Authorised Person with Stamp of the Authorised Person

CERTIFICATE

This is to certify that the Shareholding in M/s. _____ as given above, based on my/ our scrutiny of the books of accounts, records and documents is true and correct to the best of my/our knowledge and as per information provided to my/our satisfaction.

Date:

Place:

For (Name of Certifying Firm)

Name of the Partner / Proprietor

Chartered Accountant / Company Secretary

Membership Number

DETAILS OF CERTIFICATE HOLDER (In case different from A.P.)

(I)

Name : _____

Father's Name: _____

Date of Birth : _____ PAN :

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

Qualification : _____

Residential Address : _____



Mobile No. : _____ Telephone _____

E-mail ID : _____ Fax No. _____

Certificate No. _____ Valid Upto. _____

Relationship with AP _____

Signature _____

UNDERTAKING BY DEALER

I Mr. / Ms. _____ (name of the certificate holder), Son/Daughter of _____, residing at _____,

hereby confirm/undertake that:

1. I have NCFM/NISM/BCFM certificate bearing No. _____
2. I am not in employment with any other Broker/Sub Broker/Authorised Person/Remiser.
3. I have not been debarred/declared defaulter/suspended by SEBI/Stock Exchanges /other authorities.
4. I have not applied for any other User Id bearing my certificate no. through any other Broker.
5. I will not hold "Ashika Stock Broking Ltd." responsible for any dispute relating to my remuneration (in terms of salary/ commission / incentive / or otherwise) with _____ (name of Authorised person).
6. I undertake to intimate Ashika Stock Broking Ltd in writing / through mail @ nandi@ashikagroup.com at least 15 days prior to my disassociation with _____ (Name of Authorised Person).
7. Any nuisance pertaining to the use of my certificate with the said Authorised Person shall be the sole responsibility of mine and shall not hold "Ashika Stock Broking Ltd", its directors or employee responsible for the same.
8. I undertake to submit the required documents like PAN card and Address Proof (self attested) in lieu of identity and address.
9. I undertake to comply with all Rules, Byelaws, Regulations, Directions and Circulars issued by the Exchange from time to time.
10. I undertake that I am not a member or sub-broker /authorised person of any of the member of the Exchange or director/partner of any sub-broker / authorised person of any of the Exchanges.
11. I undertake to intimate "Ashika Stock Broking Ltd" of any change in the contact details submitted with them.
12. That the above facts are true to the best of my knowledge and belief.

Signature of the Certificate holder

Signature of the Authorised Person

Date: _____

Place: _____

...the first of these is the fact that the ...

...the second of these is the fact that the ...

...the third of these is the fact that the ...

...the fourth of these is the fact that the ...

...the fifth of these is the fact that the ...

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...the fourteenth of these is the fact that the ...

...the fifteenth of these is the fact that the ...

...the sixteenth of these is the fact that the ...

...the seventeenth of these is the fact that the ...

| | |
|------------------------|-------|
| Authorised Person Name | _____ |
| Authorised Person Code | _____ |

Group Companies

Ashika Credit Capital Ltd.

(RBI Registered NBFC)

Ashika Global Securities Pvt. Ltd.

(RBI Registered NBFC)

Ashika Capital Ltd.

(SEBI Authorised Merchant Banker)

Ashika Stock Broking Ltd.

(Member : NSE, BSE, MSEI, Depository participant of CDSL / NSDL)
Mutual Fund Advisor, Research Analyst

Ashika Commodities & Derivatives Pvt. Ltd.

(Member : MCX, NCDEX, ICEX)

REGISTERED OFFICE :

'Trinity', 226/1, A.J.C. Bose Road, 7th Floor, Kolkata-700 020
Phone : 033-40102500 • Fax : 033-40033254
E-mail: ashika@ashikagroup.com

CORPORATE OFFICE:

1008, 10th Floor, Raheja Center, 214 Nariman Point, Mumbai-400 021
Phone: 022 66111700, Fax: 022-66111710

Tollfree : 1800 212 2525
Website : www.ashikagroup.com