

|| श्री || **LAKSHMISHREE**



The Quality of Being Virtual

Member : NSE ▶ BSE ▶ MCX ▶ NCDEX ▶ DP : CDSL

Sub-Broker / Authorize Person Registration Form

**EQUITY • DERIVATIVE • CURRENCY • COMMODITY • DEPOSITORY
MUTUAL FUND • INSURANCE • IPO'S • REALESTATE**



*A constructive business association hinged on
Mutual Respect...*



For office use only

Name of Employee	<input type="text"/>		
Employed Code	<input type="text"/>	Designation	<input type="text"/>
Date	<input type="text"/>	Place	<input type="text"/>
Signature of Employee	<input type="text"/>		

|| श्री || LAKSHMISHREE

Member - NSE, BSE, NCDEX, MCX, DP : CDSL

Registered Office :-

401, Marathon Icon, Marathon Nextgen Campus
Ganpatrao Kadam Marg, Opposite Peninsula Corporate Park
Lower Parel, Mumbai-400013
E-mail : info@lakshmishree.com • Website : www.lakshmishree.com

SUB : Associate Agreement Form

Please affix your recent
passport size color
photograph duly
attested

BRANCH CODE (For office use only) :

Constitution : Company / Sole proprietorship / Firm :

Name of the Person/Company/Firm/Partner/Director : _____

Father/Husband Name : _____

Phone : _____ Mobile : _____

Date of Birth : _____ Pan No. : _____

Address of the Company/Firm : _____

_____ Pin : _____

Residence Address : _____

_____ Pin : _____

E-mail : _____

Bank Name : _____ Branch : _____

Bank A/c No. : _____

MICR Number : _____ IFSC Code : _____

Territory of Operation : _____ Mode of Connectivity : _____

NCFM Qualification : _____ Dealing in Exchange : _____

We/I hereby certify and confirm that the above given information is true & correct to the best of my knowledge and belief.. I/we am/are agreed to the terms and conditions of the agreement attached herewith.

For

(Authorized signatory)

Member Associate Agreement Form

This Agreement is made at _____ place this _____ day of _____ between LAKSHMISHREE INVESTMENT AND SECURITIES PVT. LTD. Incorporated under the Companies Act, 1956 and having its Registered office at 401, Marathon Icon, Marathon Nextgen Campus, Ganpatrao Kadam Marg, Opposit Peninsula Corporate Park, Mumbai-400013 and having Corporate Office at 57 2nd Floor, Gandhi Nagar, Siga, varanasi (hereinafter referred to as the "MEMBER") of the First Part; AND _____ residing at / having office at _____ (hereinafter referred to as the "ASSOCIATE") of the Second Part.

WHEREAS the MEMBER is registered directly and through associate / subsidiary companies as member broker with the National Stock Exchange of India Limited "The Stock Exchange, Mumbai, Commodity Exchange and Depository Participants (here in after collectively or individually as the context may require referred to as "The Exchanges") and carries on the business of securities broking and allied activities, both in the primary and secondary markets.

WHEREAS the ASSOCIATE is affiliated with various clients who wish to deal in Securities as defined under the Securities Contract (Regulation) Act, 1956 and admitted for dealing on the exchange(s) as defended, in the Bye Laws of the Exchange(s) where is a MEMBER is a dealer in the Primary and Secondary markets.

WHERE AS the ASSOCIATE is desirous of becoming affiliated with the MEMBER with the object of allowing such clients to deal through the MEMBER in the Primary and Secondary markets and in such other products as permitted by the MEMBER

Therefore this agreement witnessed and it is hereby agreed by and between the parties hereto as under:-

CHAPTER-01

The MEMBER hereby acknowledges and confirms that the ASSOCIATE is affiliated to him and the ASSOCIATE shall within the scope of the authority given under these presents be entitled to act as an intermediary between the said MEMBER and the clients for assisting the latter in dealing through the MEMBER in Primary and Secondary Markets, fixed deposits of the companies, units of mutual funds and / or such other product(s) as permitted by the MEMBER in writing.

CHAPTER-02

The ASSOCIATE shall conduct the business on behalf of his clients with the MEMBER as may be mutually agreed between the MEMBER and the ASSOCIATE. Such agreement will, however, not contravene any provision of these present.

For : LAKSHMISHREE GROUP



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CHAPTER-03

The ASSOCIATE undertakes and warrants to :-

- Abide by the rules, regulations, and instructions of the MEMBER at all times and follow the same diligently.
- Give an undertaking that there will not be any claim of permanent ownership over the said business.
- Guarantee total confidentiality and secrecy for the entire database, qualified research inputs and systems support provided by the MEMBER.

- Carry on the business from the address given below and not use the name of the MEMBER from or in connection with any other location without prior written approval of the MEMBER.

Address: _____

- Refrain from appointing on its behalf any sub-agent or entering any arrangement which tantamount to sub-agency.
- Shall not act as an ASSOCIATE directly or indirectly, to any other MEMBER affiliated to BSE or NSE.
- Use only in the manner permitted by the MEMBER, the name, logo, style and words, signs and marks of or associate with the MEMBER.
- Totally dedicate and exclusively use its premises for the business covered by this agreement and further undertake and warrant that the same shall not be leased or sub let provided to anybody else for any purpose detrimental to the MEMBER whatsoever.
- Shall carry out advertisement and publicity campaigns in its area, if required, at its own expense, so however, that all outgoing communications involving the MEMBER'S name shall be with the prior written approval of the MEMBER only
- Ensure the best possible conduct so as to maintain the reputation and goodwill associated with the MEMBER'S name.
- Provide to the MEMBER a copy of the database along with such developments, alterations, modifications and additions made thereto from time to time and permit the member to retain a copy thereof on expiry or termination of this agreement.
- Keep in safe custody all forms, account payee cheques / other banking instruments and all other documents in connection with or in respect to the collections/procurements and to duly deposit the same, at the earliest with the MEMBER / MEMBER'S bankers or authorized representatives.

For :

AUTHORIZED SIGNATORY

- Be solely responsible for any loss or damage arising out of theft misappropriation or otherwise of the forms, cheques / other banking instruments and all other documents in connection with or in respect to the collection / procurement.
- Indemnify the MEMBER for any loss or damage cause to the MEMBER on the accounts of any act or omission or negligence by the ASSOCIATE or his / its employees.
- Return forthwith to the MEMBER on expiry or termination of the agreement, all information, research inputs, records, database and other documents that may have been provided by the MEMBER to the ASSOCIATE during the continuance of this agreement without retaining copies thereof.
- The ASSOCIATE shall not encourage sales / purchase with the object of generating brokerage/commission.
- The ASSOCIATE shall not cross sell any product or service to the clients.

CHAPTER-04

The ASSOCIATE shall not advertise or issue price lists or circulars to entities other than its own clients.

The ASSOCIATE acknowledges that the MEMBER has allotted _____ trading terminal under use Code No. _____ for executing the trades on the personal account of the ASSOCIATE and also on behalf of the clients as introduced by the ASSOCIATE. The said terminal shall be installed at the aforesaid premises of the ASSOCIATE. The ASSOCIATE undertakes and agrees that it has taken all the necessary steps and precautions to ensure that the said terminal shall be operated by either himself or by person authorized by him with the prior approval of the MEMBER and that the ASSOCIATE accepts complete and unconditional responsibility of all the trades execution through the said terminal and for the timely settlement of obligation of all such trades. The ASSOCIATE also accepts and agrees that records produced by the MEMBER of the trades and transactions execution from the said terminal installed at the aforesaid premises shall not be disputed or contested by the ASSOCIATE and that the same shall be accepted with complete responsibility.

The MEMBER and ASSOCIATE have understood and agreed to abide by the commercial terms and conditions governing this agreement as are set out in the SCHEDULE annexed hereto. The MEMBER reserves the right to amend or revise the commercial terms and condition from time to time which shall be effective upon MEMBER giving the ASSOCIATE not exceeding seven (7) prior days notice in writing.

For : LAKSHMISHREE GROUP



AUTHORIZED SIGNATORY

CHAPTER-05

The ASSOCIATE shall in addition to the margin paid by the clients, pay an interest free Margin of an amount mutually agreeable between the MEMBER and the ASSOCIATE as a security for performance of the contract by the client and hereby authorizes the MEMBER to adjust, in case of the failure of the client to pay any dues including brokerage and other charges payable by the client to the MEMBER, out of the said Margin paid by the ASSOCIATE. In the case of any shortfall, the ASSOCIATE undertakes to replenish the same immediately on demand by the MEMBER. After adjusting any such dues, if the amount of margin is less than the amount of margin mutually agreed between the MEMBER and the ASSOCIATE, the ASSOCIATE hereby undertakes to pay the required amount to clear such shortfall within 24 hours from the MEMBER intimates the ASSOCIATE of such shortfall.

Explanation: For the purpose of this Agreement the term "Dues of Clients" shall include the amount of money payable by the client including, but not limited to, the purchase price of the Securities, Auction Debit, Brokerage, Margin money, Service Tax Auction debits and Charges Depository charges, Interest charges and other amounts payable by the client to the MEMBER.

CHAPTER-06

In Event of the MEMBER adjusting dues of the client from the Margin placed by the ASSOCIATE, the ASSOCIATE hereby undertakes to pay further margin to the extent of the amount appropriated for adjustment by the next business day from the day the ASSOCIATE get intimation of the adjustment. In respect of the trades of the client, the ASSOCIATE undertakes to remove objection for bad delivery of shares, rectification of bad delivery, obtaining appropriate instruction forms from the clients for transfer of shares and related matters in respect of shares and securities delivered /to be delivered by the ASSOCIATE for and on behalf of the client, from the MEMBER and vice-a versa.

CHAPTER-07

Order entry: The ASSOCIATE shall ensure that the person operating the terminals, while placing the orders on behalf of a registered client do not use the 'remark column' without proper explanation or to put codes which could suggest later the existence of one or more ultimate clients. Also the ASSOCIATE shall ensure that the persons operating the terminal use proper client codes in respect of the order received from such clients and do not combine orders of different persons.

CHAPTER-08

Trade Confirmation: The MEMBER shall send the trade confirmation directly to the CLIENT, in form of contact note or otherwise via mail, e-mail, fax, courier, registered AD, oral communication or otherwise at the postal address, telephone/fax nos., e-mail addresses intimated by the CLIENT to the MEMBER. The cost and the expense incurred in sending the trade confirmation to the clients directly shall be shared equally between the MEMBER and the ASSOCIATE.

For :

AUTHORIZED SIGNATORY

CHAPTER-09

Payments: All payments for securities bought by clients shall be made in the name of "LAKSHMISHREE INVESTMENT AND SECURITIES PVT.LTD" by way of Account Payee cheque. The cheque should be issued directly from the bank account belonging to the client and in no circumstances should the ASSOCIATE obtain a payment from the client in its favour and remit the proceeds to the MEMBER.

CHAPTER-10

For the payment due to clients, the MEMBER will draw an Account Payee cheque on a bank in Varanasi payable to a specified bank account of the client to be informed to the MEMBER in advance. Payment will not be made in the name of the ASSOCIATE or the third party under any circumstances.

CHAPTER-11

Transfer of Securities: As is the case with funds, all securities, which are sold by the clients in dematerialized form, should be delivered to the Exchange, in accordance with the Settlement cycles. Shares should be delivered to the MEMBER'S pool account directly from the specified client's account and not from a third party account (to be identified at the time of registration) and not to any other demat account or to the ASSOCIATE'S demat account.

CHAPTER-12

The ASSOCIATE acknowledges that the MEMBER is a Depository Participant and that the client has an option to avail the services of the MEMBER as a DEPOSITORY Participant subject to the rules and regulations of the Depository(s). The MEMBER shall be liable for any costs or consequences arising from the failure of the client to cancel the Certificate of Securities handed over to the MEMBER'S depository desk for dematerialization and the ASSOCIATION hereby indemnifies the MEMBER against all costs, consequences, damages and losses incurred by the MEMBER in this respect.

CHAPTER-13

The ASSOCIATE agrees not to deal with any other broker for the transactions of the client till the pendency of the various agreements executed between the MEMBER, the ASSOCIATE and various clients.

CHAPTER-14

The MEMBER and the ASSOCIATE hereby mutually agree that all transactions in securities on behalf of the client of the ASSOCIATE shall be settled by delivery and/or payment, between the contracting parties in accordance with the provisions and bye-laws of the said exchange and subject to the procedures for settlement of transactions laid down by the authorities of the said Exchange from time to time.

For : LAKSHMISHREE GROUP



AUTHORIZED SIGNATORY

CHAPTER-15

The ASSOCIATE shall satisfy himself as to the clients the securities delivered by them and the financial status of the clients and shall indemnify himself and keep indemnified the MEMBER of, from and against any claim that may be made by any person, entity or regulatory authority relating to the execution of the client transactions. Notwithstanding what is stated in this agreement, it shall be the primary responsibility of the ASSOCIATE to ensure payment and effect timely and good delivery for the financial and securities pay-in obligation of the client. In the case of bad delivery or delivery of fake or forged shares and / or on non-payment of the obligation dues and / or non delivery of the securities obligation by the clients, it shall be the primary responsibility of the ASSOCIATE to remedy the situation failing which the losses on such account of default shall be to the account of the ASSOCIATE.

CHAPTER-16

The MEMBER shall not be liable for any losses that may be incurred by 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 ASSOCIATE'S office and the MEMBER'S office or between the MEMBER'S office and the exchange

Inability to execute trades due to force majored circumstances of the MEMBER Inability to execute transaction due to any restrictive action taken by the MEMBER on the ASSOCIATE warranted by the former's risk management Strategy.

CHAPTER-17

Any and all dispute arising out of or in connection with this agreement or its Performance shall be settled by arbitrator to be appointed by the MEMBER. The arbitration shall be held, in Delhi, in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. This document shall be subjected to the exclusive jurisdiction of the courts in Delhi. The ASSOCIATE and the member hereby agree that they will co-operate with each other in ensuring quick settlement of any arbitration proceeding arising out of the transaction entered into on behalf of the client.

The parties to this agreement undertake not to disclose any information gained during the course of this assignment to any third party without the express written consent of the other party except 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.

For :

AUTHORIZED SIGNATORY

CHAPTER-18

This agreement may be terminated by either party by giving 30 days written notice to the other. Both the parties hereby agree that such termination shall not effect the rights and liabilities of any party in relation to any transaction effected prior to the date of termination and the parties shall be entitled to the same rights and be liable for its obligation in respect of all such transaction of the agreement by efflux of time or otherwise. The liability and indemnity of the ASSOCIATION for act under this agreement shall survive the expiry of this agreement.

CHAPTER-19

The ASSOCIATE also agree not to deal with any other broker for the transaction of his client for the next two month after the expiry or earlier termination of this agreement.

CHAPTER-20

This agreement shall forthwith terminate :-

- On the violation of any of the terms of this agreement either not rectifiable or which is not rectified even after one month's written notice by the party aggrieved by the violation to the other party.
- Upon the demise / insolvency of either party.
- If the MEMBER for any reason ceases to be a MEMBER of the respective stock exchange including cessation of membership by reason of the expulsion or if the registration issued by SEBI is cancelled or suspended.
- Any violation of the rules and regulations of SEBI and the "Exchanges."

CHAPTER-21

On termination of this agreement, deposit, if any, shall be refunded to the ASSOCIATE after adjustment of dues if any. If the MEMBER wants to retain a part of the deposit to meet the anticipated future liabilities on account of past transaction of the ASSOCIATE the same shall be retained by the MEMBER and the ASSOCIATE shall be intimated accordingly. On termination of the agreement the ASSOCIATE shall not solicit business for any product or service from the clients who were serviced by it and shall forthwith dissociate itself from all the clients of the MEMBER.

CHAPTER-22

In the event of any failure, interruption or delay in performance of the obligation 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, act or regulations of an 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 there by suffered by the client or the ASSOCIATE. The MEMBER reserves the right to inspect the premises, books, records and documents of the ASSOCIATE. The ASSOCIATE agrees to cooperate with the MEMBER in such an event and provided all assistance and cooperation that may be required by the MEMBER to complete the security or examination of records.

For : LAKSHMISHREE GROUP



AUTHORIZED SIGNATORY

CHAPTER-23

The rights and remedies herein are cumulative and not exclusive of any right or remedies provided by law. No failure to exercise or delay in exercising the same shall operate as a waiver there of precludes any other or further exercise thereof.

- In event of the death or insolvency of the ASSOCIATE or his otherwise becoming incapable of conduction business as such, MEMBER may cease to deal with the ASSOCIATE and the ASSOCIATE or this/ its legal representative shall be liable for any losses, costs which may result there from to the same extent that the ASSOCIATE would other wise have been liable.
- The ASSOCIATES shall indemnify and shall always keep indemnified the MEMBER harmless from and against all claims, demands, actions, proceedings, loss damages, liabilities charges and / or expenses that are occasioned or be occasioned to the MEMBER directly or indirectly, owing to the transactions undertaken for the client by the MEMBER.

IN WITNESS WHERE OF, the parties here to have set there and signature on the day month and year first above written.



Signed for and on behalf of
Lakshmishree Group

Signed for and on behalf of
Associate

By :	By :
Signature :	Signature :
Title :	Title :
Witness :	Witness :

For :

AUTHORIZED SIGNATORY

COMMERCIAL TERMS AND CONDITIONS OF THE MEMBER ASSOCIATE AGREEMENT

CHAPTER-01

Deposit :-

The MEMBER confirms received an interest free security from the ASSOCIATE of Rs.....
(Rs.....)
Connectivity Associate confirms that the connectivity option for by him is _____ Markets opted for ;
_____ Deposit amount and conditions are given below:

Broadband	Odin Cost	Rs. 300/- per Month/ld/Market	
-----------	-----------	-------------------------------	--

Associate will ensure NCFM and other certification as required by the exchanges.

CHAPTER-02

Trading Limits :-

The ASSOCIATE will provide margin either by way of cash and/or in the form of approved securities as desired by MEMBER.

Margins 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 ASSOCIATE.

The MEMBER has the right to impose higher or lower margin if the MEMBER considers it prudent to do so. Upon intimation of such a requirement for higher margins, the ASSOCIATE 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.

In case of any changes stipulated by SEBI of the stock exchange or in the event of the MEMBER considering it prudent to do so, the modalities of levying margins will be revised accordingly.

CHAPTER-03

NO TRADING SHALL BE PERMITTED FOR CLIENTS UNLESS MARGINS ARE CREDITED IN MEMBER'S BANK ACCOUNT BEFORE THE TRADE.

CHAPTER-04

Trading Terminal :-

The MEMBER will provide the ASSOCIATE with software for entering trades on the NSE/BSE on behalf of its clients registered with the MEMBER. The ASSOCIATE will have to arrange for the necessary hardware and connectivity to install the package and make it operational. From second year, For VSAT users: Additional AMC charges Rs 10000 per VSAT per year.

For : LAKSHMISHREE GROUP



AUTHORIZED SIGNATORY

CHAPTER-05

Brokerage :-

Brokerage charged by the MEMBER to the Client in excess of the slabs mentioned below shall be share of brokerage of BUSINESS ASSOCIATE for services rendered by him :

Particulars	Brokerage
Delivery	
Cash Market Square off Transaction	
Future	
Option	
Minimum Brokerage	Paisa per Square off
Commodity	

OR

BUSINESS ASSOCIATE shall be entitled to get share in the income generated by him through their clients in the ratio as mentioned below :

Particulars	Sharing out of total income generated
Business Associate	
Member	

Subject to brokerage charged to the client by the MEMBER shall not be less than below mentioned structure :

Particulars	Brokerage
Delivery	
Cash Market Square off Transaction	
Future	
Option	
Minimum Brokerage	Paisa per Square off

The brokerage would be paid in the name of _____ registered through the MEMBER. Any change in name/splitting the name into multiple names will not be permitted in any circumstances. Taxes as and if applicable will be deducted as source.

For :

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Service tax at applicable rate would be levied over & above the brokerage charged, in respect of transactions effected, to the clients of **BUSINESS ASSOCIATE**.

All stamp duties, securities transaction tax, levies, fee, taxes etc. In respect of transactions effected should be borne by the clients of **BUSINESS ASSOCIATE**.

All calculations of brokerage will be done based on the MEMBER'S records & settlements will be on a monthly basis i.e. Within Ten days after the end of the month. In case of differences in calculation of brokerage, consequent to a revision in brokerage charged to clients or otherwise the same would be adjusted/recovered in subsequent quarter or any time thereafter.

Any change in brokerage rates will be applicable only if the changes have been approved by the member through a written consent from the authorized official of the **MEMBER**.

CHAPTER-06

Transfer of Securities :-

As is the case with funds all securities which are sold by the client of the ASSOCIATE in dematerialized form should be delivered to the exchange in accordance with the settlement cycles. Shares sold, should be delivered to the MEMBER'S pool account directly from the specified client's account and not from a third party account similarly shares purchased will be delivered directly to the client's demat account (to be identified at the time of registration) and not to any other demat account or the ASSOCIATE'S demat account.

CHAPTER-07

Any deviations from the above terms and condition would be with specific written approvals of both the parties of this agreement. I/We liable to be debarred from doing business in the Cash and Derivatives segment. I/We fail to give such information you shall have the right to cancel my/our registration and you or the exchange shall have the right to debar me/us from doing business in the Cash /Derivatives segment of the stock exchange.

For : **LAKSHMISHREE GROUP**



AUTHORIZED SIGNATORY

CHAPTER-08

Services Charges :-

For services rendered by the ASSOCIATE, the MEMBER shall reimburse the ASSOCIATE as follows:

Out of the entire brokerage earned by the MEMBER on all clients registered by the ASSOCIATE service charges shall be payable as per Lakshmishree Investment & Securities Pvt. Ltd Agreement. All calculation will be done based on the MEMBER'S records and settlements will be on a monthly basis. In case of any difference in services Charges consequent to a revision in brokerage charged to client or otherwise the same would be adjusted/recovered in subsequent months.

Services Charges would be paid in the name of _____ and no change in name/ splitting in multiple names will be permitted in any circumstances. Taxes as and if applicable will be deducted at source.

By :	By :
Signature :	Signature :
Title :	Title :
Witness :	Witness :

For :

AUTHORIZED SIGNATORY

Regd. Office : 401, Marathon Icon, Marathon Nextgen Campus, Ganpatrao Kadam Marg, Opposite Peninsula corporate park, Lower Parel, Mumbai-400013 • Phone : 022-43431818

Regional Office : 149, Second Floor, Patparganj Industrial Area, Delhi-110092 • Phone : 011-47503001 to 05

Corp. Office : 57, 2nd Floor, Gandhi Nagar, Sigra, Varanasi-221010 • Phone : 9044039907 to 10

Toll Free : 09711293939 | **E-mail** : info@lakshmishree.com | **Visit us at** : www.lakshmishree.com

Sebi Registrations No. : BSE-Cash : INB-011281731, BSE F&O : INF-011281731, BSE Currency : INE-011281731 • NSE-Cash : INB-231281735
NSE-F&O : INF-231281735, NSE Currency : INE-231281735 • DP ID-12059100, DP SEBI Reg. : IN-DP-CDSL-490-2008, Mutual Fund : ARN-77739
FMC Registrations No. : MCX : MCX-11215/FMC-MCX/TM/CORP/1674, NCDEX : NCDEX-CO-05-00683 NCDEX/TCM/CORP/0631

Note : Authorized Person Registration is compulsory within one month from the date of agreement