

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding entered is made at Mumbai this ____Day of _____,20__ between Bonanza Portfolio Ltd (CIN : 465991DL1993PLC052280), Bonanza Commodity Brokers Pvt Ltd (CIN : 401111DL2002PTC117815), Companies incorporated under the Companies Act, 1956 and having its registered office situated at 4353-4C, Madan Mohan Street, Ansari Road, Daryaganj, New Delhi - 110 002 and its Corporate Office at Bonanza House, M-2, Cama Industrial Estate, Walbhat Road, Goregoan (East) , Mumbai - 400063, hereinafter called "Bonanza Group" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, executors, administrators and assigns) of the First Part and _____ residing at _____

(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its legal representatives, executors, administrators and assigns) of the Last Part

WHEREAS BONANZA is a registered Stock broker and is holding membership of various exchanges and is dealing in various segments of the exchanges, including Capital Market, Equity Derivatives (F&O), Currency Derivatives, Commodity Derivatives, Commodity Spot and Mutual Fund etc, as listed hereunder:

Exchange	Segment	Registration no.
National Stock Exchange (NSE)	Equity	INB230637836
	F & O	INF230637836
	Currency	INE230637836
Bombay Stock Exchange(BSE)	Equity	INB011110237
	F & O	INF011110237
Metropolitan Stock Exchange of India (MSEI)	Equity	INE260637836
	F & O	INF260637831
	Currency	INE260637836
Commodity (MCX, NCDEX, NMCE)	MCX	10360
	NCDEX	NCDEX/CO/3/8
	NMCE	CL0145
	ICEX	1401

WHEREAS _____ has the requisite qualification and experience in the capital market/commodities market and has desired to be associated with Bonanza Group as a Remiser / DSA and desired to enter into this Memorandum of Understanding for soliciting clients for the branch of Bonanza Group at _____

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH HERewith AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. Bonanza hereby agree that the clients introduced by _____ shall be identified by giving them a separate series starting with DO-_____
2. _____ shall operate from the branch office of Bonanza at _____
3. _____ furnish an interest free refundable deposit to BONANZA Group, amounting to _____/-

_____ and Bonanza hereby agree that Brokerage charged to the clients shall be exclusive of statutory charges prescribed by the respective exchanges (such as

NSE/BSE/ NCDEX/ MCX/ MCX-SX/ NMCE or regulatory authorities like SEBI), or government levies such as the services tax, transaction charges, transaction turnover tax, stamp duty, etc.

4. _____ and BONANZA hereby agree that the minimum brokerage, exposures and other terms and conditions related to each segment in the respective annexure to this MOU, as given below:

Capital Market	See Annexure 1
Equity Derivatives	See Annexure 1
Currency Derivative	See Annexure 1
Commodity Derivatives	See Annexure 1

Bonanza hereby agree that _____ shall be entitled to reimbursement of ____% of the brokerage earned from the clients introduced by him. And the same is to be reimbursed to _____ on a Monthly basis.

5. **NO EXPOSURE WILL BE ALLOWED AGAINST UNCLEARED CHEQUES.** However, Bonanza shall have the right to reduce the exposure proportion to the margin available, if the margins/deposit fall below 50% levels and the said margins are not replenished within 24 hrs. Bonanza shall not permit any trading in "Z" category shares and reserves the right to restrict trading in certain shares of "S,T,TS,B2 & B1" category listed on BSE.
6. _____ shall carry out dealings in any segment after giving Bonanza adequate margins as applicable and directed by the respective exchanges from time to time. Further _____ shall collect the minimum margin amount of 10 % or actual whichever is higher from the clients introduced by _____ and deposit such minimum margin/additional margins with Bonanza. Bonanza shall accept margins/additional margins in the form of cash and securities in the ratio of 50:50 each from time to time. In the event of shortfall of margin on the respective exchanges/segments of the exchanges, Bonanza shall have the right to square off/close out the positions of the clients introduced by _____ as per the respective exchange's Byelaws, Rules and Regulations.
7. _____ shall be responsible to ensure that client registration kit is duly filled and signed, along with the necessary supporting documents mentioned in the Client Registration Kit. As per SEBI regulations PAN Number is must for trading in ALL segments of NSE/BSE/MCX-SX/MCX/NCDEX/ICEX/NMCE, hence _____ shall not open any client trading account in any segment without getting self attested copy of PAN Card of all clients. Any lapse or non-fulfillment of NSE/BSE/MCX-SX/MCX/NCDEX/ICEX/NMCE Compliance matters / issues shall be dealt with severity and may lead to termination of this MOU.
8. _____ shall ensure that the **e-mail id's and Mobile Numbers** of all the clients are submitted to the head office, so as to enable Bonanza to communicate through verbal or digital in the form of Contract Notes / Statement of accounts, etc to all clients respectively.
9. _____ shall ensure that each client shall be assigned one single unique client code and multiple codes shall not be allotted to any single client at any point of time. In the event of any such instance and levy of penalty by the respective exchanges, the same shall be debited to _____.
10. **ALL PAYMENT TOWARDS THE TRADING ACTIVITY OF THE CLIENT SHALL BE IN THE FORM OF ACCOUNT PAYEE CHEQUES ONLY. CASH OR DEMAND DRAFT WILL NOT BE ACCEPTABLE.**

11. _____ shall ensure that all the collections from clients, margin or debit balance shall be made promptly. Further _____ shall ensure that there are no debit / credit adjustments within the family or group without the written consent from all the persons of the group or family members. The same applies for the inter exchange adjustments also. The client's ledger balances will have to be adjusted on weekly basis and such adjustments shall be intimated to Bonanza on weekly basis.
12. _____ shall not carry out any other business related to broking activity or get associated with any other Broker or reveal the plans, information, data and other incidental information and documents without getting the written approval from Bonanza.
13. _____ shall take prior written approval for any Advertisement being issued in new papers / magazine or pamphlets / brochures or cable/banners/hoardings, etc or by any other media from Bonanza Group - Head office. At no point of time _____ shall indulge in any sort of media publicity / interview without the prior approval / sanction in writing from the Bonanza Group - Head office.
14. This Memorandum of Understanding shall be valid for a period of 3 years and stand terminated thereafter unless the same is extended by mutual exchange of letters for a further period of 3 years.
15. This Memorandum of Understanding is subject to the jurisdiction of the civil courts in Mumbai.
16. Head Office Charges will be charged Rs. 100 on per crore turnover.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED)

by the within named by Bonanza Group)

M/sMr. _____)

by the hand of the Director / Authorized)

representative in the presence of)

1.Mr. _____)

SIGNED AND DELIVERED)

by the within named by REMISER/DSA)

_____)

by the hand of the Director/authorized)

representative)

in the presence of)

1.Mr. _____)

ANNEXURE I to Memorandum of Understanding (DSA)

1	Date Of Mou	
2	Day of Mou	
3	Party of the First Part	Bonanza Portfolio Ltd. / Bonanza Commodity Brokers (P) Ltd.
4	Name of the Signatory	
5	Designation of Signatory	
6	Intending DSA- Party of the Other Part	
7	PAN of the Intending DSA	
8	Status of the Party of the Other Part	
	(Individual / Sole Proprietorship / HUF / Partnership Firm / Company)	
9	Address Party of the Other Part	
	DSA Address	
	DSA Contact No.	
	DSA Email Id	
10	Name of the Signatory (DSA)	
11	Designation / Status of the Signatory	
12	Date of MOU Between the Parties, which this MOU Supersedes	
13	Area of Operation / Office	
	Brokerage Sharing Ratio	
14	Party of the First Part (Bonanza)	
15	Party of the Other Part (DSA)	
16	Amount of Interest Free Security Deposit	
	(to be paid by Party of the Other Part)	
17	Brokerage to the client will be charged as per company policy.	
18	Introducer Name : Employee code :	