

Registered Client Undertaking

Undertaking

This Non-Judicial Stamp paper of Rs._____ forms part and parcel of this Undertaking submitted to Riddi Siddhi Bullions Limited executed by

Mr. /Mrs. /M/s. on day of 20....

**** Signature**

This undertaking is given atthis day of , 20....

To

The Chairman and Managing Director

RiddiSiddhi Bullions Limited Spot Precious-metals Online Trading

Corporate Office: 5A, Trishla, 122, Sheikh Memon Street, Zaveri Bazaar, Mumbai-400 002, India

Hereinafter called “RSBL Spot” (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns)

BY

.....

Regd. Office:

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.....
.....

Hereinafter called “the Undersigned” (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).

WHEREAS RSBL Spot is a electronic trading platform of RSBL, which has agreed to admit the Undersigned as a Registered Client on RSBL Spot in accordance with the Bye-Laws, Rules and Regulations of RSBL Spot in force from time to time.

AND WHEREAS, the Undersigned being admitted as a Registered Client, the Undersigned furnishes the undertaking in the manner and on the terms specified herein below:

NOW THEREFORE in consideration of RSBL Spot admitting the Undersigned as a Registered Client of RSBL Spot, the Undersigned hereby undertakes and agrees that: -

1. The Undersigned shall comply with all such requirements, existing and future, with regard to and in connection with appointment and continuance as a Registered Client;
2. On being admitted as a Registered Client, the Undersigned shall be active participant of RSBL Spot and shall abide by the code of conduct as laid down by RSBL Spot, comply with and be bound by the Bye- Laws, Rules and Regulations of RSBL Spot as in existence or in force from time to time.
3. The Undersigned shall maintain and preserve such information, records, books and documents pertaining to the working of the Undersigned as a Registered Client till the period, all the accounts are finally settled.
4. The Undersigned shall permit RSBL Spot or any other authority appointed by RSBL for inspection, access to all records, books, information, documents as may be required, in case of difference arose in accounts, to the extent of the account of RSBL Spot;
5. The Undersigned shall follow and comply with such orders or instructions, whether being in the nature of a penalty or otherwise, as may be issued by RSBL Spot or any committee of RSBL Spot duly constituted for the purpose, in the event of the Undersigned committing any violation of any rules, regulation or practice or code of conduct prescribed by RSBL Spot in respect of conduct of the business in RSBL Spot
6. The Undersigned shall conduct business at RSBL Spot prudently and shall ensure that it will not be prejudicial or detrimental to public interest in general, and to RSBL Spot in particular;
7. If any difference/dispute shall arise as to the interpretation, meaning or effect of this undertaking or as to the rights and liabilities of the parties to this Undertaking or in respect of any other matter relating to RSBL Spot operations, the decision of RSBL Spot shall be final, conclusive and binding upon the undersigned;
8. The Undersigned shall abide by and adopt the Rules and Regulations of the settlement systems of RSBL Spot and any other agencies appointed by RSBL Spot for this purpose and any amendments made thereto from time to time;
9. The Undersigned shall pay the costs and expenses including fees prescribed by RSBL Spot from time to time, as communicated by RSBL Spot forthwith on receipt of notice to the effect;

10. The Undersigned shall use RSBL Spot infrastructure facilities and equipment only for the purpose for which they are permitted to be used so and same shall not be misused under any circumstances;

11. The Undersigned shall furnish security deposits, pledge of securities, hypothecation of movables or such other security as may be required by RSBL Spot from time to time and to do all acts, deeds and things to enable RSBL Spot to exercise all or part of the above mentioned securities to secure recovery of default in payment and other incidental charges relating to default and other dues of RSBL Spot and clearing house, if any;

12. The Undersigned shall bring in additional margin deposits and funds as and when required as decided from time to time to participate in the trading & clearing operations on RSBL Spot;

13. The Undersigned are aware that the Undersigned would be/are admitted as a Registered Client of RSBL Spot in trading on paying the prescribed Registered Clients fee and security deposit and that the rights of a Registered Client are not transferable;

14. Without prejudice to the foregoing, RSBL Spot shall be entitled to forfeit any property, funds, amounts, deposits, to the extent of the sums due from the Undersigned or to the credit of the Undersigned in such events or contingencies as may be stipulated in its Rules, Regulations and Bye-laws of RSBL Spot in force from time to time;

15. RSBL Spot shall not be held responsible or liable for any failure of computer systems, telecommunication network and other equipment installed at the offices of the undersigned and RSBL Spot shall also not be held responsible for any misuse, mishandling, damage, loss, defect etc. and RSBL Spot has the right to inspect and supervise all computer systems, software programmes, tele-communications equipment etc, which are provided by RSBL Spot at the office of the Undersigned and the Undersigned shall not make any alterations, modifications and changes without prior written consent of RSBL Spot.

16. The Undersigned shall not disclose, reveal, publish and advertise any material information relating to operations, software, hardware, etc. of RSBL Spot without prior written consent of RSBL Spot except and to the extent as may be required in the normal course of its business. Similarly, the undersigned hereby agrees not to use without express permission of RSBL Spot, the name of RSBL Spot to directly or indirectly promote business.

17. Where in the opinion of RSBL Spot any change in the composition of the Board of Directors of the Undersigned has resulted or is likely to result due to any direct or indirect transfer of shares or securities in the share capital of the Undersigned, RSBL Spot will be entitled to review continuation of the Undersigned as a Registered Client of RSBL Spot and the Undersigned shall be bound by any decision taken by RSBL Spot in this regard which shall be final.

18. The Undersigned hereby confirms and undertakes that he is competent in all respects to become a Registered Client of RSBL Spot and to participate in Spot & forward trading. The undersigned further confirms that in case of any doubt or reference in future regarding the validity of his candidature to become a Registered Client, the onus to prove the same shall lie on the undersigned himself and RSBL Spot shall not be liable for any matter in case of such eventuality.

19. The Undersigned hereby confirms that in case of default of the undersigned, he shall be liable to pay the dues of RSBL Spot out of his personal assets. The undersigned further agrees that in case of default of the undersigned, RSBL Spot shall be legally entitled to attach all personal, movable and immovable, properties of the proprietor, in case of proprietorship, of all partners in case of partnership firm and all directors in case of a company.

20. The Undersigned shall execute, sign, subscribe to such other documents, papers, agreement, covenants, bonds and/or undertakings as may be prescribed or required by RSBL Spot from time to time.

21. The Undersigned undertakes to subscribe at his/its own cost the mandatory centralized insurance cover as and when required by RSBL Spot for the Registered Clients in RSBL Spot and to pay the insurance premium as may be required by RSBL Spot and also to comply with all requirements of RSBL Spot in respect thereof.

22. That the Undersigned shall forthwith inform RSBL Spot in writing as and when any notice is received by any one or more of the Undersigned, in connection with institution of insolvency proceedings against any one or more of the Undersigned and that it shall also inform RSBL Spot in writing before any one or more of the Undersigned initiate(s) any insolvency proceedings on their own for declaring themselves as insolvent(s). The Undersigned further undertakes that it shall forthwith inform RSBL Spot in writing on the onset of any circumstance which is likely to or may render any one or more of the Undersigned to be declared to be insolvent(s) or which is likely to or may render any one or more of the Undersigned liable to be subject to insolvency proceedings.

23. That the fees, security deposits, other monies and any additional deposits paid, whether in the form of cash, bank guarantee, securities or otherwise, with RSBL Spot, by the Undersigned from time to time, shall be subject to a first and paramount lien for any sum due to RSBL Spot and all other claims against the Undersigned for due fulfillment of engagements, obligations and liabilities of the Undersigned arising out of or incidental to any dealings made subject to the Byelaws, Rules and Regulations of RSBL Spot. RSBL Spot shall be entitled to adjust or appropriate such fees, deposits and other monies for such dues and claims, to the exclusion of other claims against the Undersigned;

24. The undersigned affirms and states that in the event of sale of good to RSBL Spot if the RSBL SPOT encounters with the discrepancies such as for purity, weight, VAT, local taxes, octroi , and any levies etc , the undersigned shall immediately indemnify and keep RSBL SPOT indemnified against any loss/damage suffered by it and/or its Business Associates and that the undersigned shall not raise any disputes or grievances of whatsoever nature for shirking his responsibility to indemnify the RSBL SPOT and/or its Business Associates

25. That without prejudice to the rights, remedies whether legal or otherwise available to RSBL Spot upon the Undersigned's non-compliance with this Undertaking, the Undersigned shall indemnify and keep indemnified RSBL Spot against any loss/damage suffered by it whether legal or otherwise arising due to its non-compliance with the provisions of this Undertaking.

26. That this Undertaking shall be binding upon the heirs, legal representatives, successors and assigns of the Undersigned.

27. The undersigned further agrees that RSBL Spot reserves the right to terminate the trade of the Registered Client on the RSBL SPOT, at any time in the event of non-compliance of any of the agreed terms.

28. That the undersigned shall forthwith inform RSBL Spot of any change in its constitution.

The Undersigned do hereby confirm that the information provided by him in the application form of the Undersigned for trading as a Registered Client of RSBL Spot is true and correct to the best of the knowledge and belief of the Undersigned and that the above undertaking will be binding on the successors and permitted assigns of the Undersigned.

Signed and Delivered)
by the withinnamed)
being the authorised person)
in terms of the resolution)
of the Board of Directors)
at the duly convened meeting)
held on)
in the presence of)

Please type the following on the last page of the undertaking (below the common seal)

The common seal of was hereunto affixed pursuant to a resolution passed at a meeting of

Signature

The Board of Directors of the company held onday of.....2009 in the presence of *

Signature

(Name & Designation)

* As required by the Articles of Association of the Company

** To be signed by the person(s) signing the Registered Client Undertaking attached herewith