

**To**

**All Client registered with MULTIGIAN SECURITIES SERVICES PVT LTD**

**As per guidance received from exchange, we have remove / rectify the below mention clauses, kindly take note for the same.**

**Clause Number 16 on Page 43**

*"The client agrees that it is his/ her /its responsibility to review any /all information communicated including but not limited to order placement, order confirmations, order modifications, order executions, trade confirmations, trade modifications, bills, transaction statements, account statements, margin requirements, etc. communicated to the client by any of the aforesaid means or mode whatsoever, immediately on their receipt and take necessary action. All Information contained therein shall be binding upon the client."*

**Clause Number 40 on Page 45**

*"The Parties agree to exclusive jurisdiction of courts of law at the place of execution of this Contract by Multigain".*

**Clause Number 44 on Page 45**

*"The parties to this agreement agree that in case of any dispute, difference or claim, the parties shall first attempt to settle it amicably through mutual consultation failing which through the process of conciliation in the manner specified in the Arbitration and Conciliation Act, 1996 or the acts and the enactments in force in lie there of at the time when such dispute difference or claim may arise. It is agreed by the party that Mr.\_\_\_\_\_ shall be the sole conciliator. In case of his non-availability or otherwise refusal to conciliate the parties shall choose a conciliator through consensus. It is expressly agreed that settlement so reached through conciliation shall be final and binding on the parties shall refer the matter to Arbitration at Delhi through the procedure prescribed by the Exchange. If the matter cannot be referred to or is rejected by, the Arbitration under the Bye-Laws and Regulations of the Exchange, on the grounds of reference/matter not covered under the Bye-Laws, Rules and Regulations of the Exchange or due to lack of jurisdiction or the matter being time barred for reference or due to any other reason, it is agreed that same shall be referred to Arbitration as per Arbitration and conciliation Act, 1996 and the acts and enactments in force in lieu thereof at the time when such dispute, difference or claim may arise and Mr.\_\_\_\_\_ shall be sole Arbitrator in such an eventuality. In case of his non-availability or otherwise refusal or incapacity to arbitrate each of the parties shall choose an Arbitrator and the Arbitrator so chosen shall choose the third Arbitrator through consensus".*

**Clause Number 45 on Page 45**

*"The parties agree that all agreements, transactions and contracts shall be deemed to be and shall take effect as wholly made, entered into and to be performed in Delhi and all differences, disputes and/or claims, etc shall be subject to the jurisdiction of the courts at Delhi irrespective of the place from where the trading has been carried out".*

**Clause in Para number 4 on Page 51**

*"I/We agree that if I/We fail to bring notice any dispute arising from the statement of account or settlement so made to your notice in writing within 7 working days from the date of receipt of funds/securities or statement, as the case may be in writing by delivery at your registered office then*

*in that event the statement of account or settlement so made shall attain finality and I/We shall have no right to dispute any/either of these ever”.*

**Clause in Para number 4 on Page 51**

*“In terms of the agreement entered into between us, in Digital form, Digital contract issued by your as per the terms and conditions specified shall be binding on me. I/We undertake to check the contract notes and bring the discrepancies, if any to you within 24 hours of issuance of contract notes, My/our non-verification or not accessing the contract on regular basis shall not be a reason for disputing the contract note at any time. This instruction to issue digital contract note is applicable with immediate effect”.*

Please note that these rectification will not affect your trading right in any manner.

An Email in this regard also send to you on 4 Jan 2013.

For any clarification regarding the same, Please contact

Compliance Department at 0591-2490400 / 2490500

Issued By

Compliance Officer

MULTIGAIN SECURITIES SERVICES PVT LTD