

Deed Of Pledge to be executed by Members for pledge of Equity shares

1. This Pledge deed has to be either franked or executed on a Non-Judicial stamp paper of Rs. 300/- or the value prevailing in the state, whichever is higher.
2. Please ensure that each and every blank of the pledge deed is duly filled.
3. Please ensure that each and every handwritten detail filled is countersigned by the authorized signatory (ies).
4. Please ensure that each and every page is signed and rubber stamped.
5. Obtain signature of two witnesses on the last page of undertaking.
6. In case of a corporate entity affix the common seal of the company on the last page.

DEED OF PLEDGE

This Deed of Pledge (hereinafter referred to as "this Deed") is executed at _____
on this ____ day of _____ 20__ by _____,
_____ S/o /d/o / w/o _____
_____ residing at _____
_____ and having his
office at _____
_____ *

OR

_____, a partnership
firm registered under the Indian Partnership Act, 1932 and having its office at

_____ *

OR

_____ Limited
incorporated as a company under the Companies Act, 1956 and having its registered office at

_____ *

(hereinafter referred to as "Member" which expression shall unless repugnant to the context thereof include its successors, administrators and assigns) in favour of ACE Derivatives & Commodity Exchange Limited ,a company established under the Companies Act, 1956 and having its registered office at Rawat ni Wadi, Nr. Central Bank of India, Gandhi Road, Ahmedabad, Gujarat, 380001 (hereinafter referred to as " ACE " which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns).

WHEREAS:

- a The Member is admitted to the Membership of ACE

- b One of the requirement of Membership is that the Member if desirous of availing exposure, shall maintain with ACE base capital/margin deposits/margin deposits (hereinafter for brevity case referred to as “margin deposits”) in the form of cash, bank guarantees or securities for the due performance and fulfillment by him/her/it of his/her/its engagements, commitments, operations, obligations or liabilities as such Member including any sums due by such member to ACE or any other party as decided by ACE arising out of or incidental to any contracts made, executed, undertaken, carried out or entered into by such member.

- c Securities to be deposited by the Member for the purpose shall be in dematerialized form and as approved by ACE from time to time.

- d The Members shall deposit the securities with such custodians acting as depository participants as may be determined by ACE from time to time.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In consideration of ACE having agreed to accept approved dematerialized securities as approved by it towards margin deposits to an extent of Rs. _____/- (Rupees _____ only), the Member hereby pledges securities (hereinafter referred to as “Said Securities” and which are described in the Schedule annexed hereto and shall include all the securities deposited from time to time in addition to, substitution of or replacement thereof) with ACE as security for due performance and fulfillment by the Member of all his/her/its engagements, commitments, operations, obligations or liabilities as a Member of ACE including any sums due by the Member to ACE or any other party as decided by ACE, arising out of or incidental to any contracts made, executed, undertaken, carried out or entered into by the member.

2. The Member shall place the Said Securities in the absolute disposition of such Custodian/Depository Participant as may be appointed by ACE for the purpose, in such manner as decided by ACE and such disposition shall be indisputable notwithstanding the fact that the Member may be permitted to have access to the Said Securities in the manner and subject to such terms and conditions as determined by ACE from time to

time. The Member confirms, affirms and covenants with ACE that he/she/it shall do all such acts and things, sign such documents and pay and incur such costs, debts and expenses as may be necessary without prejudice to any other obligations, liabilities, duties which he/she/it owes as a Member.

3. The Member declares and assures that all the Said Securities are in existence, owned by him/ her/it and free from any prior charge, lien or encumbrance and further shall ensure that all the Said Securities over which pledge may be created in future shall be in existence and owned by him/ her/it at the time of creation of such pledge and shall be unencumbered, absolute and exclusive property of the Member.
4. The Member agrees and undertakes that he/she/it shall not without the prior written permission of ACE create any charge, lien or encumbrance of any kind upon or over the Said Securities hereby pledged or those which may hereafter be pledged except to ACE, that the Member shall not suffer any such charge, lien or encumbrance that may affect the Said Securities or any part thereof, and further undertakes that he/she/it shall not do or allow anything to be done that may prejudice the Said Securities while he/she/it remains liable to ACE in any manner.
5. The Member agrees, declares and undertakes that he/she/it shall be bound and shall abide by the terms and conditions of the Scheme for the Deposit of securities in dematerialized form as formulated and determined by ACE pertaining to margin deposits, or such other requirements either in their existing form or as modified/changed/altered/amended from time to time pursuant to requirement/compliance of Membership.
6. The Member agrees and hereby authorizes that if in the opinion of ACE, the Member has failed to perform and/or fails to fulfill his/her/its engagements, commitments, operations, obligations or liabilities as a Member of ACE including payment of any sums due by him/ her/it to ACE or to any other party arising out of or incidental to any contracts made, executed, undertaken, carried out or entered into by him/ her/it, then the Member agrees that ACE may invoke the pledge and thereafter on giving one working day notice to the Member shall be empowered/entitled to, sell, dispose of or otherwise effect any other transfer of the Said Securities in such manner and subject to such terms and conditions as it may deem fit and that the money if any realized from such sale/disposal/or other transfer shall be utilized towards dues/may be disbursed by ACE in such manner and subject to terms and conditions as it may deem fit and further the Member shall do all such things, deeds, acts and execute all such documents as are necessary to enable ACE to effect such sale/disposal/or other transfer. The

decision of ACE as to the obligations or liabilities or commitments of the Member and the amount claimed shall be final and binding on the Member. The Member agrees that one working day notice mentioned above shall be deemed to be a reasonable notice, as this pledge of securities is being accepted as margin deposits by ACE in lieu of cash deposits or bank guarantees, which can be invoked forthwith upon any amount becoming due and appropriated under the Bye-laws, Rules, and Business Rules of ACE.

7. The Said Securities pledged as security shall be available at the disposal of ACE as a continuing security and shall remain available for and in respect of all the obligations, liabilities or commitments of the Member jointly or severally and may be utilized as such at the discretion of ACE, as if each of the obligations, liabilities or commitments is secured by the Said Securities. This Deed shall not be considered as cancelled or in any way affected upon the utilization or realization by ACE of the Said Securities for meeting any specific obligation, liability or commitment of the Member and shall continue and remain in operation in respect of all subsequent obligations, liabilities or commitments of the Member.
8. The Member agrees to be bound by the instructions of ACE to its custodian or the Depository Participant as the case may be, in respect of creation of pledge, invocation of pledge, release thereof, transfer of securities or sale of securities arising out of any obligations of the Member as referred hereinabove and the Member further agrees that ACE shall not be bound to notify the Member in case of invocation of pledge created by the Member by these presents.
9. The Member shall be released from his/her/its obligations, liabilities under this Deed only when ACE, in writing, expressly provides for the release of the Said Securities.
10. The Member agrees that ACE shall be entitled to sell, negotiate or otherwise transfer the Said Securities and for the purpose to execute transfer documents and/or any other necessary documents, wherever applicable or other endorsements and that ACE shall be entitled to receive from the Member all expenses incurred by ACE/Custodian for the aforesaid purposes.
11. The Member agrees to pay promptly all such fees, charges and/or costs pertaining to pledge of the Said Securities to the Custodian and/or the Depository Participant and to execute such further documents whether of a legal nature or otherwise as may be

required by ACE for the purpose of giving effect to the provisions of this Deed and also the Scheme for the Deposit of Securities in dematerialized form.

12. The Member agrees that the deposit of the Said Securities and the pledge thereof shall not be affected in any manner whatsoever if ACE takes any action against the Member including suspension or expulsion or declaration of the Member as a defaulter.
13. The Member agrees that ACE shall not be under any liability whatsoever to the Member or any other person for any loss, damage, expenses, costs, etc., arising out of the deposit of the Said Securities under these presents, in any manner, due to any cause, whatsoever, irrespective of whether the Said Securities are in the possession of ACE at the time of such loss or damage or the happening of the cause thereof. The Member shall at all times indemnify and keep indemnified ACE from and against all suits, proceedings, costs, charges, claims and demands whatsoever that may at any time arise or be brought or made by any person against ACE in respect of any acts, matters and things lawfully done or caused to be done by ACE in connection with the Said Securities or in pursuance of the rights and powers of ACE under this Deed.
14. The Member undertakes that the deposit of the Said Securities and the pledge thereof and any pledge of securities that may be created shall be binding on the Member as continuing and that the same shall not be prejudiced by any failure on the part of the Member to comply with the Bye-laws, Rules or Business Rules of ACE or any other terms and conditions attendant to the Membership of ACE and that ACE shall be at liberty to enforce its rights hereunder, notwithstanding its rights against the Member hereunder or under its Byelaws, Rules and Business Rules including amendments thereof or in relation to the Said Securities or to any other security now or hereafter held or taken at any time irrespective of any variation, amendment, change or alteration of any terms or conditions in general or as applicable to the Member in particular.
15. The executant/s hereby declares that he/she/it has been duly authorized to execute this Deed by way of Board Resolution of the Member (only in case of corporate members) as per the copy of Board Resolution annexed hereto.
16. This Deed shall be governed by and construed and interpreted in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction on all matters arising out of this Deed.

Executed at _____ on the day, month and year above mentioned.

Signed, sealed and delivered by the within named Member **

In the presence of witnesses

1. _____

2. _____

* Strike out whichever is not applicable

** To be signed by

a. The individual if the membership is in his/her name.

b. all partners in case of a Partnership firm

c. by any two of the following persons in the case of a Company:

i. Managing Director

ii. Whole-time Director

iii. Directors (authorized by Board Resolution for the purpose)

SCHEDULE

Company / Issuer of Security	Type of Security	Face Value	Total no. of securities	Remark