

**AGREEMENT  
(For Individual)**

**THIS AGREEMENT** made and entered into at Colombo in the Democratic Socialist Republic of Sri Lanka on this .....day of .....Two Thousand and .....

**BY AND BETWEEN**

**CEYLINCO STOCK BROKERS (PVT) LIMITED** a company duly incorporated in the law of Sri Lanka and having its registered office at No.55 1/1, Iceland Building, Galle Road, Colombo 03 (hereinafter referred to as “CSB” which term as herein used where the context so requires mean and include the said CEYLINCO STOCK BROKERS (PVT) LIMITED and its successors and permitted assigns) of the ONE PART

**AND**

.....of  
.....democratic Socialist Republic of Sri Lanka (hereinafter referred to as “**the client**” which term shall as herein used where the context so requires mean and include the said .....his/her heirs executors administrators and assigns) of the OTHER PART.

And which the term CSB and the client herein mentioned are individually referred to as “**the party**” and collectively as “**the Party**”

**WHEREAS** the client has requested CSB a credit facility to purchase listed securities by giving securities by way of pledge and which are listed in the Colombo Stock Exchange Limited and deposited in the name of the client in Account No. COM..... of the Central Depository Systems (Pvt) Limited (hereinafter called and referred to as “CDS”)

**AND WHEREAS** the CSB has agreed with the client to provide such credit facility upon the terms and the conditions hereinafter mentioned and the client has agreed with the CSB in compliance with the said terms and conditions herein and enter into and execute these presents.

**NOW KNOW YE AND THESE PRESENTS WITNESSETH** by and between the parties as follows -:

**PREPRESENTATION AND WARRANTIES**

CSB and client hereby represent and warrant that:

- a) The parties have full legal power and the authority to enter into and perform obligations created by these presents.
- b) The parties have financial capacity to undertake and perform obligations throughout the period created by these presents.
- c) No litigation, arbitration, dispute or legal proceedings are commenced and/or pending and/or threatened and no judgment or award has been given or pending which in any way prejudices or restricts the power and/or capacity and/or authority of the parties.

**FACILITY**

Credit to be extended as the client may from time to time require but nevertheless at such time or times and to such an extent only as the CSB may decide but so that the aggregate amount at any one time outstanding in respect of any such credit and advances shall not be exceeded fifty per centum (50%) of the market value of the securities pledged by the client with CSB and the interest thereof to be computed at the maximum rate of Naught decimal One per centum (0.1%) per day or such other rate or rates from time to time to be fixed or charged by the CSB and to be computed from the date or respective dates of such credit advances or payments from the date of settlement together with taxes, levies and other charges and upon such other terms and conditions hereafter mentioned and as the CSB may at its absolute discretion think fit and subject to the security herein provided.

**SECURITY**

All the listed securities of the client in CDS Account No. ....

**RESPONSIBILITES AND OBLIGATION of each party**

**CLIENT**

1. The client hereby pledge the listed securities mentioned above with the CSB
2. The client hereby undertake unto the CSB to pay the sum outstanding together with the interest, Government taxes and levies and any other charges and all the monies payable arising from the said facility.
3. The client shall not without written consent of the CSB first had and obtained transfer, mortgage, assign the listed securities pledged or collect bonus or right issue directly.
4. The client hereby undertake unto the CSB that the client shall not without written consent of CSB authorize direct instructions to the CDS and/or any other third party/ies to transfer, mortgage, assign the listed securities or to collect bonus shares or right issue shares.
5. In the event the client default in the payment of the aforesaid the CSB shall have the irrevocable right without notice to sell the said listed securities pledge, as the CSB shall think fit at prevailing market prices and out of the sales proceeds the CSB shall pay and reimburse all costs charges and expenses incurred or incidental thereto and then adjust the balance towards payment of liquidated damages and interest due on the said facility and repayment thereof in full and shall pay the surplus (if any) to the client
6. In the event of such sale of the listed securities the client hereby authorizes the CSB to deal and/or negotiate with the brokers and/or institutions and/or individuals engages in the purchase or sale of any securities and the client shall ratify and endorse such acts by CSB.The CSB shall not liable for any loss to the client directly or indirectly resulting from any such act of commission or omission.
7. The client shall indemnify the CSB full and keep the CSB indemnified at all times against any losses liabilities expenses and cost whatsoever incurred by the CSB as a result of any such transactions aforesaid.

**CSB**

1. CSB shall grant credit only in instances where the credit is secured by listed securities and the sole discretion to grant or extending credit also with the CSB
2. CSB shall not grant credit facility exceeding fifty per centum (50%) of the market value of the client's pledge securities portfolio. In the event of outstanding balance exceeds fifty per centum (50%) of the market value of the securities pledged due to any reason client shall immediately pay the short falls or otherwise CSB has sole discretion to sell the securities pledged to meet the short fall.
3. CSB shall entitle to change interest rates as per the prevailing market rates and/or conditions.
4. The period of credit will be at sole discretion of the CSB and CSB shall sell shares at prevailing market prices to recover dues where necessary.

**CSB AND THE CLIENT**

1. The terms and the conditions of this agreement shall not be altered amend or modified except in writing executed by the duly authorized representatives of each party hereto
2. No delay or omission on the part of any party in exercising ant right, power or remedy provided by law or under this agreement shall impair such right, power or remedy, operate as waiver thereof
3. This agreement shall be governed by and be subject to the time being in force in the Democratic Socialist Republic of Sri Lanka

IN WITNESS WHEREOF the authorize signatory of Ceylinco Stock Brokers (Pvt) Limited has placed on this agreement on behalf of CSB and the other party to this agreement, place his/her signature hereunto and to one another on this.....day of .....two thousand and .....

Signed on behalf of the )  
 Ceylinco Stock Brokers (Pvt) Limited )  
 In the presence of )  
 )  
 )

**WITNESSESS**

- 1.
- 2.

Signed by me/us in the presence of .....  
 Client

**WITNESSESS**

- 1.
- 2.



