

CUSTOMER COPY

MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI, DEPOSITORIES AND STOCK EXCHNAGES			Pg. No.
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Dear Customer,

Greetings from Prabhudas Lilladher Pvt. Ltd.!

We would like to take this opportunity to thank you for choosing to register with Prabhudas Lilladher (PL), one of India's most trusted and respected financial services group. Established in 1944, we have achieved this position by maintaining the highest standards of services, while adhering to our strong principles of integrity, professional ethics and transparency. It will be our pleasure to meet your needs and offer you a hassle-free trading experience.

To begin with, we would require your co-operation in completing the relevant forms and submitting the relevant documents as required to meet regulatory norms. We have attempted to make this form as simplistic as possible, focusing on ease of completion. You will also find instructions at relevant places, which will be extremely helpful as you go along.

Needless to add, should you require any assistance in completing any part of the form, please feel free to contact our staff, who will promptly address your queries and guide you.

Looking forward to a long and beneficial relationship.

Regards,

Team Client Relations

For any assistance, please feel free to call on 022-6632 2366

Registered & Correspondence office address : 3rd Floor, Sadhana House, 570, P. B. Marg, Worli, Mumbai – 400018; Tel.: (91) (22) 66322366 (Broking), (91) (22) 66322456 (DP); Fax: (91) (22) 66322439 (Broking), (91) (22) 66322459 (DP); **Website:** www.plindia.com;

CIN: U67190MH1983PTC029670

Compliance Officer Name : Mr. A. Subrahmanian **Phone No.** (91) (22) 66322420 **email id:** asubrahmanian@plindia.com

Joint MD Name : Mr. Dhiren P. Sheth **Phone No.** (91) (22) 66322321 **email id:** jtmd@plindia.com

For any grievance/dispute : Please contact Prabhudas Lilladher Private Limited at the above address or email id - grievance-br@plindia.com & Tel. No. (91) (22) 66322366 (Broking related) / grievance-dp@plindia.com & Tel. No. (91) (22) 66322456 (DP related) **In case not satisfied** with the response, please contact the concerned exchange(s) at **NSE:** ignse@nse.co.in **BSE:** is@bseindia.com **CDSL:** complaints@cdslindia.com Phone No. **NSE:** (91) (22) 26598190/91 / 1800 22 0051/58 **BSE:** (91) (22) 2721233/34 **CDSL:** 1800 200 5533

RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS AND CLIENTS (As prescribed by SEBI and Stock Exchanges)

1. The client shall invest/trade in those securities/contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Regulations of Exchanges/ Securities and Exchange Board of India (SEBI) and circulars/notices issued there under from time to time.
2. The stock broker, sub-broker and the client shall be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars/notices issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.
3. The client shall satisfy itself of the capacity of the stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.
4. The stock broker shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.
5. The stock broker shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.
6. The sub-broker shall provide necessary assistance and co-operate with the stock broker in all its dealings with the client(s).

CLIENT INFORMATION

7. The client shall furnish all such details in full as are required by the stock broker in "Account Opening Form" with supporting details, made mandatory by stock exchanges/SEBI from time to time.
8. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the stock broker shall be non-mandatory, as per terms & conditions accepted by the client.
9. The client shall immediately notify the stock broker in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the stock broker on a periodic basis.
10. The stock broker and sub-broker shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the stock broker may so disclose information about his client to any person or authority with the express permission of the client.

MARGINS

11. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
12. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require

TRANSACTIONS AND SETTLEMENTS

13. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is executed.
15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Bye-laws, circulars and notices of Exchange.
16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).

17. The transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/notices issued thereunder.

BROKERAGE

18. The Client shall pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchanges and/or rules and regulations of SEBI.

LIQUIDATION AND CLOSE OUT OF POSITION

19. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the client understands that the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/securities in favor of a Nominee shall be valid discharge by the stock broker against the legal heir.
21. The stock broker shall bring to the notice of the relevant Exchange the information about default in payment/ delivery and related aspects by a client. In case where defaulting client is a Corporate Entity/ Partnership/ Proprietary Firm or any other artificial legal entity, then the name(s) of Director(s)/ Promoter(s)/ Partner(s)/ Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

DISPUTE RESOLUTION

22. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.
23. The stock broker shall co-operate in redressing grievances of the client in respect of all transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc.
24. The client and the stock broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Regulations of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
25. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.
26. The client/stock-broker understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/stock-broker shall be binding on the client/stock-broker in accordance with the letter authorizing the said representative to deal on behalf of the said client/stock-broker.

TERMINATION OF RELATIONSHIP

27. This relationship between the stock broker and the client shall be terminated; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate is cancelled by the Board.
28. The stock broker, sub-broker and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
29. In the event of demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or/withdrawal of recognition of the sub-broker by the stock exchange and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the 'Rights and Obligations' document(s) governing the stock broker, sub-broker and client shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

ADDITIONAL RIGHTS AND OBLIGATIONS

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom

and for whom they may have had transactions in securities.

31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

ELECTRONIC CONTRACT NOTES (ECN)

37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.
40. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.
41. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.
42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

LAW AND JURISDICTION

43. In addition to the specific rights set out in this document, the stock broker, sub-broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.
44. The provisions of this document shall always be subject to Government notifications, any rules, regulations, guidelines and

circulars/notices issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchanges, where the trade is executed, that may be in force from time to time.

45. The stock broker and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal within the stock exchanges, if either party is not satisfied with the arbitration award.
46. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges/SEBI.
47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/notices/circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.
48. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKERS TO CLIENT

(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)

1. Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet based trading/securities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
2. The client is desirous of investing/trading in securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The Stock broker shall provide the Stock broker's IBT Service to the Client, and the Client shall avail of the Stock broker's IBT Service, on and subject to SEBI/ Exchanges Provisions and the terms and conditions specified on the Stock broker's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/internet/smart order routing or any other technology should be brought to the notice of the client by the stock broker.
4. The stock broker shall make the client aware that the Stock Broker's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Stock broker's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/securities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the stock broker.
6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flaw in Stock Broker's IBT System, discovers/suspects discrepancies/ unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/securities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.
8. The stock broker shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/trade confirmation on the device of the client.
9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Stock broker and the Exchange do not make any representation or warranty that the Stock broker's IBT Service will be available to the Client at all times without any interruption.
10. The Client shall not have any claim against the Exchange or the Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stock brokers/Exchange end for any reason beyond the control of the stock broker/Exchanges.

Dear Customer,

In response to the international community's growing concern about the problem of money laundering and potential terrorist financing, many countries around the world are enacting or strengthening their laws and regulations regarding this subject

In this regard Anti Money Laundering Act, 2002 was passed by Indian Parliament in the year 2002 and the Act became effective from July 1, 2005.

The Act specifies statutory duties for Banking companies, Financial Institutions and Intermediaries. The compliance with these duties is intended to supplement the law enforcement authorities' activities, to detect proceeds derived from serious crimes and help to effectively prevent money laundering, terrorist financing, and recycling of illegally obtained money.

In this context our valuable clients are requested to cooperate with us for a flawless KYC process and produce genuine and acceptable identity and address proofs. Reliance Securities is committed to pursuing its Anti - Money Laundering strategies, goals and objectives on an ongoing basis and maintaining an effective Anti - Money Laundering program for its business that reflects the best practices for a diversified, retail financial services firm.

For further insights please refer to our website : www.plindia.com

RIGHTS AND OBLIGATIONS OF BENEFICIAL OWNER AND DEPOSITORY PARTICIPANT

(As prescribed by SEBI and Depositories)

MANDATORY

General Clause

1. The Beneficial Owner and the Depository participant (DP) shall be bound by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996, Rules and Regulations of Securities and Exchange Board of India (SEBI), Circulars/Notifications/Guidelines issued there under, Bye Laws and Business Rules/Operating Instructions issued by the Depositories and relevant notifications of Government Authorities as may be in force from time to time.
2. The DP shall open/activate demat account of a beneficial owner in the depository system only after receipt of complete Account opening form, KYC and supporting documents as specified by SEBI from time to time.

Beneficial Owner information

3. The DP shall maintain all the details of the beneficial owner(s) as mentioned in the account opening form, supporting documents submitted by them and/or any other information pertaining to the beneficial owner confidentially and shall not disclose the same to any person except as required by any statutory, legal or regulatory authority in this regard.
4. The Beneficial Owner shall immediately notify the DP in writing, if there is any change in details provided in the account opening form as submitted to the DP at the time of opening the demat account or furnished to the DP from time to time.

Fees/Charges/Tariff

5. The Beneficial Owner shall pay such charges to the DP for the purpose of holding and transfer of securities in dematerialized form and for availing depository services as may be agreed to from time to time between the DP and the Beneficial Owner as set out in the Tariff Sheet provided by the DP. It may be informed to the Beneficial Owner that "no charges are payable for opening of demat accounts".
6. In case of Basic Services Demat Accounts, the DP shall adhere to the charge structure as laid down under the relevant SEBI and/or Depository circulars/directions/notifications issued from time to time.
7. The DP shall not increase any charges/tariff agreed upon unless it has given a notice in writing of not less than thirty days to the Beneficial Owner regarding the same.

Dematerialization

8. The Beneficial Owner shall have the right to get the securities, which have been admitted on the Depositories, dematerialized in the form and manner laid down under the Bye Laws, Business Rules and Operating Instructions of the depositories.

Separate Accounts

9. The DP shall open separate accounts in the name of each of the beneficial owners and securities of each beneficial owner shall be segregated and shall not be mixed up with the securities of other beneficial owners and/or DP's own securities held in dematerialized form.
10. The DP shall not facilitate the Beneficial Owner to create or permit any pledge and /or hypothecation or any other interest or encumbrance over all or any of such securities submitted for dematerialization and/or held in demat account except in the form and manner prescribed in the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996 and Bye- Laws/ Operating Instructions/Business Rules of the Depositories.

Transfer of Securities

11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.
12. The Beneficial Owner reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.

Statement of account

13. The DP shall provide statements of accounts to the beneficial owner in such form and manner and at such time as agreed with

the Beneficial Owner and as specified by SEBI/depository in this regard.

14. However, if there is no transaction in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such BOs and shall resume sending the transaction statement as and when there is a transaction in the account.
15. The DP may provide the services of issuing the statement of demat accounts in an electronic mode if the Beneficial Owner so desires. The DP will furnish to the Beneficial Owner the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the DP does not have the facility of providing the statement of demat account in the electronic mode, then the Participant shall be obliged to forward the statement of demat accounts in physical form.
16. In case of Basic Services Demat Accounts, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time.

Manner of Closure of Demat account

17. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever, provided the DP has given a notice in writing of not less than thirty days to the Beneficial Owner as well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.
18. Based on the instructions of the Beneficial Owner, the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of thirty days as per procedure specified from time to time by the depository. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the Beneficial Owner or the DP and shall continue to bind the parties to their satisfactory completion.

Default in payment of charges

19. In event of Beneficial Owner committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the DP to close the demat account of the Beneficial Owner, the DP may charge interest at a rate as specified by the Depository from time to time for the period of such default.
20. In case the Beneficial Owner has failed to make the payment of any of the amounts as provided in Clause 5&6 specified above, the DP after giving two days notice to the Beneficial Owner shall have the right to stop processing of instructions of the Beneficial Owner till such time he makes the payment along with interest, if any.

Liability of the Depository

21. As per Section 16 of Depositories Act, 1996,
 1. Without prejudice to the provisions of any other law for the time being in force, any loss caused to the beneficial owner due to the negligence of the depository or the participant, the depository shall indemnify such beneficial owner.
 2. Where the loss due to the negligence of the participant under Clause (1) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

Freezing/ Defreezing of accounts

22. The Beneficial Owner may exercise the right to freeze/defreeze his/her demat account maintained with the DP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.
23. The DP or the Depository shall have the right to freeze/defreeze the accounts of the Beneficial Owners on receipt of instructions received from any regulator or court or any statutory authority.

Redressal of Investor grievance

24. The DP shall redress all grievances of the Beneficial Owner against the DP within a period of thirty days from the date of receipt of the complaint.

Authorized representative

25. If the Beneficial Owner is a body corporate or a legal entity, it shall, along with the account opening form, furnish to the DP, a list of officials authorized by it, who shall represent and interact on its behalf with the Participant. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

Law and Jurisdiction

26. In addition to the specific rights set out in this document, the DP and the Beneficial owner shall be entitled to exercise any other rights which the DP or the Beneficial Owner may have under the Rules, Bye Laws and Regulations of the respective Depository in which the demat account is opened and circulars/notices issued there under or Rules and Regulations of SEBI.
27. The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/ notices issued by SEBI and Rules, Regulations and Bye-laws of the relevant Depository, where the Beneficial Owner maintains his/ her account, that may be in force from time to time.
28. The Beneficial Owner and the DP shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the depository and that such procedure shall be applicable to any disputes between the DP and the Beneficial Owner.
29. Words and expressions which are used in this document but which are not defined herein shall unless the context otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there under by the depository and /or SEBI
30. Any changes in the rights and obligations which are specified by SEBI/Depositories shall also be brought to the notice of the clients at once.
31. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Depository, where the Beneficial Owner maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

This document contains important information on trading in Equities/Derivatives Segments of the stock exchanges. All prospective constituents should read this document before trading in Equities/Derivatives Segments of the Exchanges.

Stock exchanges/SEBI does neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure document nor have Stock exchanges /SEBI endorsed or passed any merits of participating in the trading segments. This brief statement does not disclose all the risks and other significant aspects of trading.

In the light of the risks involved, you should undertake transactions only if you understand the nature of the relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that trading in Equity shares, derivatives contracts or other instruments traded on the Stock Exchange, which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/limited investment and/or trading experience and low risk tolerance. You should therefore carefully consider whether such trading is suitable for you in the light of your financial condition. In case you trade on Stock exchanges and suffer adverse consequences or loss, you shall be solely responsible for the same and Stock exchanges/its Clearing Corporation and/or SEBI shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take a plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned stock broker. The constituent shall be solely responsible for the consequences and no contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a derivative contract being traded on Stock exchanges.

It must be clearly understood by you that your dealings on Stock exchanges through a stock broker shall be subject to your fulfilling certain formalities set out by the stock broker, which may inter alia include your filling the know your client form, reading the rights and obligations, do's and don'ts, etc., and are subject to the Rules, Byelaws and Regulations of relevant Stock exchanges, its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by Stock exchanges or its Clearing Corporation and in force from time to time.

Stock exchanges does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any stock broker of Stock exchanges and/or any third party based on any information contained in this document. Any information contained in this document must not be construed as business advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

In considering whether to trade or authorize someone to trade for you, you should be aware of or must get acquainted with the following:-

1. BASIC RISKS:

1.1 Risk of Higher Volatility:

Volatility refers to the dynamic changes in price that a security/derivatives contract undergoes when trading activity continues on the Stock Exchanges. Generally, higher the volatility of a security/derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded securities / derivatives contracts than in active securities /derivatives contracts. As a result of volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in notional or real losses.

1.2 Risk of Lower Liquidity:

Liquidity refers to the ability of market participants to buy and/or sell securities / derivatives contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities / derivatives contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities / derivatives contracts purchased or sold. There may be a risk of lower liquidity in some securities / derivatives contracts as compared to active securities / derivatives contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

1.2.1 Buying or selling securities / derivatives contracts as part of a day trading strategy may also result into losses, because in such a situation, securities / derivatives contracts may have to be sold / purchased at low / high prices, compared to the expected price levels, so as not to have any open position or obligation to deliver or receive a security / derivatives contract.

1.3 Risk of Wider Spreads:

Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a security / derivatives contract and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than

normal spreads for less liquid or illiquid securities / derivatives contracts. This in turn will hamper better price formation.

1.4 Risk-reducing orders:

The placing of orders (e.g., “stop loss” orders, or “limit” orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

1.4.1 A “market” order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a “market” order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security / derivatives contract.

1.4.2 A “limit” order will be executed only at the “limit” price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.

1.4.3 A stop loss order is generally placed “away” from the current price of a stock / derivatives contract, and such order gets activated if and when the security / derivatives contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the security / derivatives contract reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security / derivatives contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

1.5 Risk of News Announcements:

News announcements that may impact the price of stock / derivatives contract may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.

1.6 Risk of Rumors:

Rumors about companies / currencies at times float in the market through word of mouth, newspapers, websites or news agencies, etc. The investors should be wary of and should desist from acting on rumors.

1.7 System Risk:

High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation.

1.7.1 During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations.

1.7.2 Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security / derivatives contract due to any action on account of unusual trading activity or security / derivatives contract hitting circuit filters or for any other reason.

1.8 System/Network Congestion:

Trading on exchanges is in electronic mode, based on satellite/leased line based communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond control and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

2. As far as Derivatives segments are concerned, please note and get yourself acquainted with the following additional features:-

2.1 Effect of “Leverage” or “Gearing”:

In the derivatives market, the amount of margin is small relative to the value of the derivatives contract so the transactions are ‘leveraged’ or ‘geared’. Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the margin amount. But transactions in derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in derivatives and also trade with caution while taking into account one’s circumstances, financial resources, etc. If the prices move against you, you may lose a part of or whole margin amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

A. Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.

B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.

C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2 Currency specific risks:

1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.
3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supplydemand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

2.3 Risk of Option holders:

1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires, to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.
2. The Exchanges may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

2.4 Risks of Option Writers:

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.
3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

3. TRADING THROUGH WIRELESS TECHNOLOGY/ SMART ORDER ROUTING OR ANY OTHER TECHNOLOGY:

Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/ smart order routing or any other technology should be brought to the notice of the client by the stock broker.

4. GENERAL

- 4.1 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a stock broker for the purpose of acquiring and/or selling of securities / derivatives contracts through the mechanism provided by the Exchanges.
- 4.2 The term 'stock broker' shall mean and include a stock broker, a broker or a stock broker, who has been admitted as such by the Exchanges and who holds a registration certificate from SEBI.

GUIDANCE NOTE - DO's AND DON'Ts FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS

MANDATORY

BEFORE YOU BEGIN TO TRADE

1. Ensure that you deal with and through only SEBI registered intermediaries. You may check their SEBI registration certificate number from the list available on the Stock exchanges www.bseindia.com/www.nseindia.com and SEBI website www.sebi.gov.in.
2. Ensure that you fill the KYC form completely and strike off the blank fields in the KYC form.
3. Ensure that you have read all the mandatory documents viz. Rights and Obligations, Risk Disclosure Document, Policy and Procedure document of the stock broker.
4. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the stock broker. Note that the clauses as agreed between you and the stock broker cannot be changed without your consent.
5. Get a clear idea about all brokerage, commissions, fees and other charges levied by the broker on you for trading and the relevant provisions/ guidelines specified by SEBI/Stock exchanges.
6. Obtain a copy of all the documents executed by you from the stock broker free of charge.
7. In case you wish to execute Power of Attorney (POA) in favour of the Stock broker, authorizing it to operate your bank and demat account, please refer to the guidelines issued by SEBI/Exchanges in this regard.

TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
 - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
 - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
 - c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
 - d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.
14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.
15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges give a public notice inviting claims relating to only the "transactions executed on the trading system" of Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.
17. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker's insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

DISPUTES/ COMPLAINTS

18. Please note that the details of the arbitration proceedings, penal action against the brokers and investor complaints against the stock brokers are displayed on the website of the relevant Stock exchange.
19. In case your issue/problem/grievance is not being sorted out by concerned stock broker/sub-broker then you may take up the matter with the concerned Stock exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.
20. Note that all the stock broker/sub-brokers have been mandated by SEBI to designate an e-mail ID of the grievance redressal division/ compliance officer exclusively for the purpose of registering complaints.

POLICIES & PROCEDURES
(Pursuant to SEBI's Circular MISRD/SE/Cir-19/2009
dated December 3, 2009)

MANDATORY

This Policy and Procedure document of Prabhudas Lilladher Private Limited (PL) contains important information on trading in Equities, F&O and Currency Derivative segment(s) of the Exchange(s) through PL. All clients should read this document before trading. Since the dimensions of Securities Trading are dynamic and ever-changing, Clients are further advised to keep themselves updated with the changing environment and Regulatory provisions, frame work and environment.

1. Refusal of Orders for penny stocks:

Penny / illiquid stocks are generally considered to be highly speculative and high risk bearing because of their lack of liquidity, large bid-ask spread, small capitalization and limited compliance and disclosure. PL does not advice or encourage trade in penny stocks and may refuse to execute orders in such stocks without any reasons being given to client.

The penny stock or Illiquid stock would be identified based on, including but not limited to, following criteria:

- Illiquid stock identified by the Stock exchange(s) on periodic basis.
- Any other stock which PL considers illiquid based on its own criteria.

Under exceptional circumstances and considering merits on case to case basis, trading in penny stocks may be allowed to clients subject to pre-conditions which may include upfront funds/securities pay-in, verification of client holdings, intentions and bonafide reasons given by the clients, trading history of the client, client's traded volumes vis-à-vis market volumes. If it is observed that client(s) is/are indulging in trading activities only in penny stocks/ Illiquid stock(s), the client account may be suspended without any reasons being given to the client. The client agrees that the losses, if any, on account of such refusal or due to delay caused shall be borne exclusively by the client alone.

2. Setting up client's exposure limits:

Client Exposure Limits shall be set up based on various factors including Client specific parameters like risk bearing capacity, margins received, past track record of the Client, etc., recommendations from Sub-Broker / Authorized Person / Remiser and general parameters like market volatility, global scenario, etc.

PL may from time to time impose and vary limits / margins requirement on the orders that the client can place through PL's trading system (including exposure/margin limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc.). The client is aware and agrees that PL may need to vary or reduce the limits or impose new limits urgently on the basis of PL's risk perception and other factors considered relevant by PL including but not limited to limits on account of Exchange/ SEBI directions / limits (such as broker level / market level limits in security specific / volume specific exposures etc.) and PL may be unable to inform the client of such variation, reduction or imposition in advance. The client agrees that PL shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through PL's trading system on account of any such variation, reduction or imposition of limits. The client further agrees that PL may at anytime, at its sole discretion and without prior notice prohibit or restrict the client's ability to place orders or trade in securities through PL or it may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute / allow execution of orders due to the reason of lack of margin/ securities or the order being outside the limits set by PL / exchange / SEBI and any other such reasons which PL may deem appropriate in the circumstances. The client agrees that the losses, if any on account of such refusal, or due to delay caused by such review, shall be borne exclusively by the client alone.

The margin requirement of client may be changed due to but not limited to, the following factors, - market volatility, risk management policy of PL. The client shall monitor his / her / its position (dealings / trades and valuation of security) on his / her / its own and provide the required / deficit margin / security forthwith as required from time to time whether or not any margin call or such other separate communication to that effect is sent by PL to the client and /or whether or not such communication is received by the client.

The margin / security deposited by the client with PL are not eligible for any interest. PL is entitled to include / appropriate any /all pay out of funds & / or securities towards margin / security without requiring specific authorizations for each payout. PL is entitled to transfer funds&/or securities from client's account for one exchange & /or one segment of the exchange to his / her /its account for another exchange & /or another segment of the same exchange whenever applicable and found necessary by PL. The client also agrees and authorises PL to treat /adjust his / her /its margin / security lying in one exchange & / or one segment of the exchange / towards the margin / security / pay in requirements of another exchange & / or another segment of the exchange.

PL is entitled to withhold the securities received from the exchange as payout if there is a debit balance in the client ledger account.

PL is entitled to disable / freeze the account & / or trading facility / any other service facility, if, in the opinion of PL, the client has committed a crime / fraud or has acted in contradiction of this documents/Rights and Obligations or / is likely to evade / violate any laws, rules, regulations, directions of a lawful authority whether Indian or foreign or if PL so apprehends.

3. Applicable brokerage rate:

PL is entitled to charge brokerage rate within the limits imposed by SEBI/Stock Exchanges from time to time.

The brokerage to be charged by PL shall be exclusive of all statutory levies such as services Tax, Stamp duty, SEBI turnover fees, Securities Transaction Tax and other taxes and transaction expenses as they exist from time to time and as they apply to the account and transactions of the Clients and for the services rendered to the Clients.

In order to provide competitive advantage and scale of economy and operations to the clients, PL may modify the Brokerage Rate Structure as mentioned / made available on the Website / portal of PL and as may be mutually agreed and modified from time to time. It shall however be ensured that the Brokerage shall not exceed maximum permissible under the applicable regulations. Any revision in brokerage will be made after giving due notice by way of communication through email.

4. Imposition of penalty/delayed payment charges by either party specifying the rate and the period:

The client agrees that any amounts which are overdue from the client towards trading or on account of any other reason (including shortfall in margin requirement or margin provided in form of collateral in lieu of cash margin) to PL will be charged with penalty / delayed payment charges(DPC) at such rates as may be determined by PL. The client agrees to pay to PL brokerage, all taxes, duties levies imposed by regulatory authorities, transaction expenses, incidental expenses such as postage, courier etc. as they apply from time to time to the client's account / transactions / services that the client avails from PL.

The penalty /DPC imposed by PL shall be debited to the account/ ledger of the clients. Any change / revision in the scale of penalty / delayed payment charges will be informed to the clients through email. If PL has to pay fine/bear any penalty levied by any authority in connection with /as consequence of any orders/trades/deals/actions of client, the same shall be recovered from the client. DPC will be levied based on the end of day debits in client ledger. Client agrees that his/her/its ledger postings with PL occur but not limited to margins due on T day, derivative obligations (other than margin) due on T+1 day, cash segment bills due on T+2 day, early funds pay-in due on date of demand, funds receipt due on date of receipt in PL bank account and funds pay-out due on date of initiating payment by PL which shall have a bearing on DPC.

5. The right to sell Clients' securities or close Client's open positions, without giving any kind of notice to the Client, on account of non-payment of Client's dues:

PL will have the right to close out all open positions and/ or sell client's securities and/or shares held as collateral, without any notice to clients, as and when the client defaults in his settlement/sale delivery/margin/MTM obligations in any segment of the exchanges.

It is advised to the client to monitor his positions at all times and replenish any shortfall so arising. PL reserves the right to square off any position during the day in cash as well as F&O segments and/or liquidate collaterals due to sudden fall in market price of the shares in which position is taken or in diminution in the value of collaterals, without prior intimation to the client. The client shall be solely responsible for any kind of losses incurred due to such square off / liquidation.

In case the payment of the margin / security is made by the client through a bank instrument, PL shall be at liberty to give the benefit / credit for the same only on the realization of the funds from the said bank instrument etc. at the absolute discretion of PL. Where the margin / security is made available by way of securities, PL is empowered to decline its acceptance as margin / security & / or to accept it at such reduced value as PL may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as PL may deem fit in its absolute discretion. Client's securities /collateral should not be used for any purpose other than meeting the respective client margin/ledger debits. PL has the right but not the obligation to adjust the Securities/Collateral deposited by the Client against his / her / its settlement / margin obligation. The client shall ensure replenishment of Collateral on account of diminution of values of Collaterals on account of non-cash corporate action initiated by the concerned company whose securities are deposited by the client with PL as Collateral. In the event of diminution of values of Securities/Collaterals, PL has the right but not the obligation to square off / close outs the open position of the Client. Any and all losses and financial charges on account of such liquidation/closing out shall be charged to and borne by the client. PL has the right but not the obligation, to cancel all pending orders and to sell / close / liquidate all open positions / Securities / shares at the predefined square off time or when Mark to Market (M - T - M) percentage breaches/violates stipulated percentage OR Margin available breaches/violates stipulated minimum requirement as communicated from time to time, whichever is earlier PL will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices. In case open position (i.e. short / long) gets converted into delivery due to non 'square off because of any reason whatsoever, the client agrees to provide securities / funds to fulfill the pay-in obligation failing which the client will have to face auction or internal close out; in addition to this the client will have to pay penalties and charges levied by exchange in actual and losses, if any. Without prejudice to the foregoing, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

PL is entitled to prescribe the date and time by which the margin / security is to be made available and PL may refuse to accept any payments in any form after such deadline for margin /security expires.

Notwithstanding anything to the contrary in the documents/Rights and Obligations or elsewhere, if the client fails to maintain or provide the required margin / fund/ security or to meet the funds / margins / securities pay in obligations for the orders / trades /deals of the client within the prescribed time and form, PL shall have the right without any further notice or communication to the client to take any one or more of the following steps:

- i. To withhold any payout of funds / securities. To withhold / disable the trading / dealing facility to the client.
- iii. To liquidate one or more security(ies) of the client by selling the same in such manner and at such rate which PL may deem fit in its absolute discretion. It is agreed and understood by the client that securities here includes securities which are pending delivery receipt.
- iv. To liquidate / square off partially or fully the position of sale & / or purchase in any one or more securities / contracts in such manner and at such rate which PL may decide in its absolute discretion
- v. To take any other steps (including liquidation of client collateral, in any form) which in the given circumstances, PL may deem fit.

The client agrees that the loss(s) if any, on account of any one or more steps as enumerated herein above being taken by PL, shall be borne exclusively by the client alone and agrees not to question the reasonableness, requirements, timing, manner, form, pricing etc., which are chosen by PL.

6. Shortages in obligations arising out of internal netting of trades:

Internal shortage means one client has failed to give the delivery of securities sold, which has resulted in short delivery to other clients of PL. PL shall not be obliged to deliver any securities or pay any money to the client unless and until the same has been received by PL from the exchange, the clearing corporation /clearing house and the client has fulfilled his/ her /its obligations first.

The policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is as under:

NSE: PL will close-out the short deliveries at NSE based on NSE exchange formula or based on the internal close-out policy applicable from time to time.

BSE: PL at its discretion may request BSE to conduct a self-auction the shares not delivered by a Client. Client agrees that PL undertakes best efforts but do not have the obligation to request for self-auction to BSE. If BSE grant any request so made, normal auction procedure will be followed. Any short receipt of shares from BSE in relevant auction pay-out shall be closed-out as per BSE Rules & Regulations. If no request is given to BSE to auction a short delivery, the same shall be closed out based on the internal close-out policy applicable from time to time.

7. Internal Close-out Policy:

Internal Close out shall be done at the highest price prevailing in the Exchange from the day of trading till the auction day or 10% above the official closing price on the auction day, whichever is higher.

8. Conditions under which a Client may not be allowed to take further position or the broker may close the existing position of a Client:

While allowing/disallowing further positions or closing an existing position, PL may exercise its discretion subject to the terms mentioned in 'Rights & Obligations' document, 'Risk Disclosure Document', Contract Note and rules, regulations and guidelines issued by SEBI/Stock Exchanges from time to time. PL may close out part / entire open position of the defaulting Client without any prior notice where Client default payment of margins/MTM shortages beyond T+1 day.

Further, PL may not allow client to take further position in the following cases:

- In the event where overall position in any scrip /derivative contract has reached the limit prescribed by regulators/exchanges.
- PL has the right to stop/block the client to trade in case there is a debit balance in his/her account.
- PL may disallow the client to take a position in certain scrips if instructed by the Risk Management department.
- Reasonable doubt as to the transaction being cross trade, circular trade, fraud, price manipulation or market rigging.

9. Temporarily suspending or closing a client's account at the client's Request:

Temporary Suspension

Client may make a request in writing to PL's CR team or through personalized login ID at PL's website www.plclients.com or such other mode of communication as permitted by PL from time to time, to temporarily deactivate client's account. On such request from client, the client account can be suspended temporarily. During suspension period, the market transaction will be prohibited. However client's pending settlement can take place.

PL can withhold the payouts of client and suspend his trading account due to surveillance action or judicial or / and regulatory order/action requiring client suspension.

If any documents including contract sent to a client at his address registered with PL through post or to the client's email address registered with PL or otherwise, returned undelivered, then PL may, at its discretion, continue to suspend the client account of the client till the client provide to PL's CR Team new address / new email id as per prevalent procedure of PL. Subject to the above conditions, client account can be re-activated on the written request of the client only.

Closure of Broking Account

A client may request in writing to PL's CR team or through his personalized login id or such other approved means of communication to close his broking.

On receipt of such closure request from client, the client account can be closed provided the client adheres to formalities for account closure including settlement of all dues in the account and closing of all open position. If the client wishes to again open a broking account then the client shall have to complete the KYC and account opening formalities once again.

10. Deregistering a client:

PL may de-register a client in any of the following circumstances:

- a) If the action of the Client are prima facie illegal / improper or such as to manipulate the price of any securities or disturb the normal / proper functioning of the market, either alone or in conjunction with others. If there is any commencement of a legal process against the Client under any law in force;
- b) If the Client has found to be of unsound mind or of other disability by a competent authority and the findings is in force.
- c) If the Client has been convicted by a Court of any offence involving moral turpitude
- d) On the death of the Client.
- e) If a receiver, administrator or liquidator has been appointed or allowed to be appointed for the Client.
- f) If the client being declared a defaulter by any of the regulatory bodies of the country or under any law being in force or In the event PL becoming aware of any proceedings being initiated against the client by any of the regulatory bodies of the country or under any law being in force or the client being involved in any criminal proceedings or any illegal business or the member becoming aware of the client's past offences which are illegal or prohibited by the regulatory bodies of the country or under any law being in force.
- g) On the specific written directions of any statutory/legal authority/Regulatory Authority.
- h) If the Client becomes un-discharged insolvent or applies to be adjudicated as an insolvent
- i) If the Client being a partnership firm, has any steps taken by the Client and /or its partners for dissolution of the partnership;
- j) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- k) If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security; If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable.

11. Inactive accounts:

A Trading Account (irrespective whether having debit or credit balance) shall be classified as dormant account in case there are no transactions (trading and/ or fund receipts) for a period in excess of 18 (Eighteen) calendar months from the last transaction date or from the date of first activation of the account whichever is later. The Dormant Accounts shall be frozen for further transaction(s). On classification of any account as dormant accounts as stated above, PL will inform the client through either direct phone or e-mail or letter to the contact details/address last available with PL within seven days of such classification.

12. Policy for Return of Client's assets:

Funds and Securities lying in client's account in excess of requirements shall be returned to the client at the time of the calendar quarterly/monthly settlement. In the event the client wishes to receive the funds/securities from such Trading Account before the calendar quarterly/monthly settlement, the Client shall make a request in writing which shall be submitted to PL. The funds/ securities from such Trading/Demat account shall be returned within 7 days from the date of receipt of request.

**THE CLEARING MEMBER/PARTICIPANT AND ITS CLIENT
IN RELATION TO THE SECURITIES LENDING AND BORROWING SCHEME**

1. The Securities and Exchange Board of India ("SEBI") has formulated and issued the Securities Lending Scheme, 1997 ("SEBI Scheme") and SEBI Circular No MRD/DoP/SE/Dep/Cir-14/2007 dated 20th December 2007 for facilitating lending and borrowing of securities through an "Approved Intermediary" registered with SEBI.
2. The National Securities Clearing Corporation is an Approved Intermediary ("AI") registered under the SEBI Scheme and is, therefore, authorized to facilitate lending and borrowing of securities in accordance with the SEBI Scheme and Circulars of SEBI issued from time to time. Accordingly, the AI has framed the Securities Lending and Borrowing Scheme (hereinafter referred to as "SLBS") for facilitating lending and borrowing of securities through persons registered as "Participants".
3. SEBI, thereafter, vide its Circular No. CIR/NRD/DP/19/2014 dated June 3, 2014 ("SEBI Circular") has modified the framework of Securities Lending and Borrowing. Under the said SEBI Circular, AI shall enter into an agreement with its Clearing Member/ Participant ("Agreement") for the purpose of facilitating Securities Lending and Borrowing and which shall specify the rights, responsibilities and obligations of the AI and the Clearing Member/Participant ("Participant"). The said Agreement shall also define the exact role of AI/Participant vis-à-vis the Client of Participant. As per the said SEBI Circular, AI is also required to frame rights and obligations document laying down the rights and obligations of the Participant and its Client for the purpose of Securities Lending and Borrowing. The said rights and obligations document shall be mandatory and binding on the Participant. Accordingly, the AI has framed this rights and obligations document laying down the rights and obligations of Participant as well as of its Client ("Rights & Obligations Document").
4. Securities Lending and Borrowing can be undertaken by the Participant either on their own account or on account of its Client registered with them. Any person(s) who meets the eligibility criteria as may be specified by the AI for the Clients under the SLBS, shall be eligible to participate in the SLBS by submitting duly signed relevant documentation/s to the Participant that it is desirous of participating in the SLBS. The Participant on the receipt of said relevant documentation/s from its Client, shall provide this Rights & Obligations Document to its Client which will be duly acknowledged by the Client of having read, understood and to agreeing to abide by the same prior to the execution of trade in the SLBS. The terms and conditions of this Rights & Obligations Document shall be binding on the Participant as well as on its Client.
5. All the transactions under the SLBS by the Client shall be strictly in accordance with SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder and the Rules, Byelaws, Regulations of the AI as a Clearing Corporation as applicable and the terms and conditions of the said Agreement. In the event of any conflict or contradiction between the provisions of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder and the Rules, Byelaws, Regulations of the AI as a Clearing Corporation as applicable and the terms and conditions of the said Agreement and this Rights & Obligations Document, the provisions of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder, the Rules, Byelaws and Regulations of the AI as a Clearing Corporation and the terms and conditions of the said Agreement shall prevail over this Rights & Obligations Document. The provisions of this Rights & Obligations Document are in addition thereto and not in derogation thereof.
6. The Participant has made the Client aware of and the Client has understood the precise nature of the Participant's liability towards the Client under SLBS including any limitations on the liability and the capacity in which the Participant acts.
7. Subject to the SEBI Scheme, Circulars of SEBI, SLBS and Circulars issued thereunder, and/or the Rules, Byelaws, Regulations of the AI as a Clearing Corporation as applicable and as in force from time to time, the rights and obligations of the Participant as well as its Client shall be hereto as under.
8. Unless the context otherwise requires, the words and expressions used herein shall have the same meaning as defined in Securities Contracts (Regulation) Act, 1956 or Securities and Exchange Board of India Act, 1992 or Securities Lending Scheme, 1997 or Depositories Act, 1996 or the rules and regulations made thereunder respectively or Circulars of SEBI or SLBS and the Circulars issued thereunder and the Rules, Byelaws and Regulations of the AI as a Clearing Corporation.

RIGHTS OF THE PARTICIPANT

9. In consideration of the Participant providing full-fledged securities lending and borrowing under the SLBS, the Participant shall be entitled for charges, fees, other levies and /or any such other charges, subject to such limits as may be permitted by the AI in its Circulars from time to time.
10. Margins
The Participant is empowered to call upon its Client to pay such margins as may be specified by the AI from time to time.
11. Recovery
The Participant shall be entitled to recover from the Client the loss or charges, fees, other levies and /or any such other charges that has been paid by the Participant to the AI or imposed by the AI on account of its Client arising out of default or transactions under the SLBS whether current or past that are effected by the Client in meeting its obligations by adjusting margins and other deposits, if any, available with the Participant against the Client's liabilities / obligations.

OBLIGATIONS OF THE PARTICIPANT

12. The Participant has satisfied itself about the genuineness and financial soundness of the Client and the objectives relevant to the services to be provided and is therefore, agreeable to facilitating such participation subject to the terms and conditions contained herein.
13. Issue of Confirmation Memo
The Participant shall, upon execution of the Client's transaction on the order matching platform of the AI, issue the confirmation memo in the specified format or such other documents to the Client within such time as may be prescribed by the AI from time to time.
14. Money / Securities to be kept in separate account
The Participant agrees that the money / securities deposited by the Client shall be kept in a separate bank account / settlement demat account, distinct from its own account or accounts of any other Clients, and shall not be used by the Participant for itself or for any other Clients or for any purpose other than the purposes mentioned in the SEBI Scheme, Circulars of SEBI, SLBS and Circulars issued thereunder and/or the Rules, Byelaws, Regulations of the AI as a Clearing Corporation and as in force from time to time.
15. Update on Settlement Process
The Participant agrees to inform and keep the Client apprised about securities lending and borrowing settlement cycles, delivery/ payment schedules and any changes therein from time to time.
16. Compliance with Know Your Client Norms
The Participant undertakes to maintain the "Know Your Client" details of the Client as mentioned in the Client Registration Form or any other information pertaining to the Client in confidence and that it shall not disclose the same to any person / authority except to the AI or as required under any law / regulatory requirements or in compliance with any decree, order or direction of any Court, Tribunal, SEBI or other authority duly empowered in law; Provided however that the Participant may so disclose information about its Client to any person or authority with the express permission of the Client.
17. Reconciliation of Account
The Participant and the Client shall agree to reconcile their accounts regularly with reference to the transactions under the SLBS.
18. Return of Securities and Lending Fees
Where the Client is a lender unless otherwise agreed upon between the Participant and the Client -
 - a) The Participant shall ensure the return of securities to the Client by transferring the same to the Client's account within such time as may be prescribed by the AI.
 - b) The Participant shall ensure the return of the lending fees to the Client within such time as may be prescribed by the AI.
19. Delivery of Securities
Where Client is a borrower unless otherwise agreed upon between the Participant and the Client -
The Participant shall ensure the delivery of securities to the Client by transferring the same to the Client's account within such time as may be prescribed by the AI.

RIGHTS OF THE CLIENT

20. Where the Client is the lender unless otherwise agreed upon between the Participant and the Client -
 - a) The Client shall be entitled to receive the securities lent or financial compensation in lieu thereof, computed in such manner as may be specified by the AI from time to time.
 - b) The Client shall be entitled to receive lender's fee for the securities lent.
21. Where the Client is the borrower unless otherwise agreed upon between the Participant and the Client -
 - a) The Client shall be entitled to receive securities borrowed or financial compensation in lieu thereof, computed in such manner as may be specified by the AI from time to time.
 - b) The Client shall be entitled to receive from the Participant, the collateral in case the Client has deposited securities approved by the AI as collateral.
22. Notwithstanding any other provisions of the said Agreement and this Rights & Obligations Document, the Client shall be entitled to have all the rights that are conferred on it from time to time under the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder.

OBLIGATION OF THE CLIENT

23. Abide by Law & Acquaintance to Law
The Participant declares that it has brought the contents of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder from time to time, and the terms and conditions of the said Agreement to the notice of the Client and the Client agrees to comply with and adhere to the same.
24. Update & Comply with the Settlement Process
Notwithstanding anything contained in Clause 15 hereto, the Client shall at all times make its own inquiries and keep itself

updated on all settlement cycles, delivery/payment schedules and changes therein, and it shall be the responsibility of the Client to comply with such schedules/procedures of the AI.

25. Processing Charges

The Client agrees to pay the Participant, processing charges and statutory levies prevailing from time to time or any other charges for the services provided by the Participant. The Participant agrees that it shall not charge processing charges / fees beyond the maximum limit permissible under the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder from time to time.

26. Change in Client Registration Form

The Client agrees to immediately notify the Participant in writing whenever there is any change of information in the details provided by the Client to the Participant at the time of its registration with the Participant and also as provided in the said relevant documentation/s required for participating in SLBS.

27. Authorised Representative

The Client agrees to be bound by the instructions issued by its authorised representative, if any, in accordance with the letter authorising the said representative to deal on its behalf.

28. Return of Securities

The Client shall return the equivalent number of securities of the same type and class borrowed by it within the time specified by the AI in the Circulars issued from time to time.

29. Payment of Margins

The Client agrees to pay such margins as may be specified by the Participant in accordance with the requirement of AI or SEBI from time to time.

30. Exposure / Position Limits

The Client agrees to abide by the exposure / position limits, if any, set by the Participant or the AI or SEBI from time to time.

31. Securities lent to be Unencumbered

The Client agrees and warrants that the securities lent are free from lien, charge, pledge or any encumbrance(s) of whatsoever nature.

32. Collateral

At the discretion of the Participant, where the Client deposits the required collateral with the Participant, the same shall be free from any encumbrance(s) of whatsoever nature or defect in the title. If any encumbrance(s) or defect in the title is found subsequently, such collateral shall be immediately replaced by the Client.

33. Insolvency

The Client agrees to immediately furnish information to the Participant in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against it or if any litigation which may have material adverse bearing on its net worth has been filed against it.

34. Cancellation of Transactions

Notwithstanding anything contained in the said Agreement, the AI shall be entitled to cancel transactions under the SLBS, either on an application by a Participant or suo moto or under regulatory directions, and in such event, the transactions done on behalf of the Client shall ipso facto stand cancelled, and neither the AI nor the Participant shall be liable to compensate the Client for any loss whatsoever (including opportunity loss) arising out of such cancellation.

35. Discontinuation of SLBS and Participation in SLBS

The AI shall be entitled to discontinue the SLBS or the participation of the Participant in the SLBS at any time at its discretion. Such discontinuation may be subject to such terms and conditions as may be specified by the AI from time to time.

ARBITRATION

36. The Participant and the Client shall co-operate with each other and / or the AI in redressing their grievances in respect of transactions under the SLBS.

37. All disputes and differences or questions arising out of or in relation to this agreement including obligations, failure or breach thereof by any of the parties and/or of any matter whatsoever arising out of this agreement shall in the first instance be resolved mutually by the parties. If the parties fail to resolve the same mutually, then the same shall be referred to and decided by arbitration in accordance with the procedures as prescribed by the AI under the SLBS and the Circulars issued thereunder.

GOVERNING LAW AND JURISDICTION

38. In relation to any legal action or proceedings to which the AI is a party, the Participant as well as the Client irrevocably submit to the exclusive jurisdiction of the courts of Mumbai, India and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

39. In relation to any legal action or proceedings to which AI is not a party, the parties irrevocably submit to the jurisdiction of any competent court of law where the Client ordinarily resides at the time of execution of the transactions under the SLBS.

USEFUL DO'S AND DON'TS FOR THE CLIENTS

VOLUNTARY

Based on our long working experience as a Stockbroker & Depository Participant, we are of strong view that if client take few precautions to safeguard his funds/securities, unforeseen & undesirable situations may be avoided. We request you to meticulously follow the below mentioned instructions to avoid problems at a later stage.

DO's

- Do ensure to receive a Transaction cum holding statement of your BO a/c every month if you have done any transaction during the month and once a quarter if there has been no transactions in your DP a/c. Please ensure that your holding and transaction statement is received and reconciled periodically. In case of any discrepancy, contact our DP Team immediately for clarification.
- Do contact our CR team at 022-66322365 or clients@plindia.com for any trade related queries and contact at grievance-br@plindia.com for your grievance for broking services, if any.
- Do contact our DP Team for queries / clarifications / grievances at 022-66322456 Fax No.: 022-66322459; E mail: grievance-dp@plindia.com
- Do login at www.cdslindia.com to avail Easi facility of your DP a/c within 90 days from date of account opening failing which your Easi User ID will be cancelled by CDSL. Details of Easi User ID is available in our DP Welcome Letter while password would be received by you from CDSL directly at your e-mail ID registered with us at the time of account opening. (Easi facility is provided by your depository, CDSL, at their web-site whereby you can view transactions & holdings in your DP account through Internet 24x7.)
- Do ensure that complete & correct address is provided to us so as to avoid return of documents. Any change in your Correspondence / Permanent Address, Telephone / Mobile number, E-mail ID, Bank details etc. must be intimated to our Client Activation/DP Team immediately with modification form & relevant proofs. All documents including Delivery/Debit Instruction slip (DIS) booklet & transaction statements will be sent to your correspondence address directly by us.
- Do ensure to give your own Mobile number & E-mail ID for SMS Alerts & Easi facility in order to safeguard your BO account from being misused.
- Do ensure that each slip on DIS booklet issued to you has been pre-stamped with a serial number and your demat account number. In case you receive any booklet / slip without serial number or your account number, please return the same to us immediately.
- Do ensure to keep DIS booklet of your BO a/c in safe custody just like your cheque book. In case of loss of the said booklet or any slip, please inform our DP Team immediately in writing for Stop-transfer of lost booklet / slips.
- Do ensure that requisition for fresh DIS booklet is given on the Requisition Slip attached to your previous DIS booklet and is signed by all holders. As per SEBI/CDSL instructions, fresh booklet has to be given only against such Requisition Slips.
- Do mention all details accurately and in a legible handwriting. Avoid over-writing, cancellations, corrections, changing of the name and quantity of securities or Counter BO IDs. Authorize every correction, over- writing or cancellation on DIS by all holders signing in full against the same.
- Do fill in all details of the transaction like scrip name, quantity in figures & words, number of instructions used, counter- party demat a/c number before handing your DIS to us or any third party.. If there is space for multiple instructions and it is not used fully, please strike out blank space so as to avoid its misuse.
- Do contact our DP Team for freeze / unfreeze of your BO a/c to enable them to send necessary forms to you in case you wish to freeze your account (e.g. if you are going abroad etc.). Freeze/ Unfreeze of your BO a/c is possible only on receipt of duly filled forms signed by all holder.
- Do record folio number, certificate number & distinctive numbers of securities before sending physical securities to us for demat. This information will be required for issue of duplicate share certificates in case your parcel containing certificates is lost in transit.
- Do ensure that all holders sign documents like DIS slip, Demat Request form, Account Modification or Account Closure form etc. in case of BO accounts with joint holder/s
- Do ensure that your instructions are received by us at least 1 day before pay-in time of the relevant exchange so as to avoid auctions due to non delivery of securities
- Do deliver the securities towards your sale / margin to PL's DP a/c from your own Beneficiary A/c registered with PL. At your discretion, you may execute Power of Attorney in favor of "Prabhudas Lilladher Pvt. Ltd." which will be exclusively used for the purpose of debiting your DP a/c with our DP for your sales/margin obligation only
- Do check your funds/securities statement sent to you at your email ID registered with CR Team.
- Do request in writing or through email to our CR Team for freezing of your Broking A/c in case you do not wish to execute any security trade for a certain period (e.g. if you are going abroad etc.). Whenever you wish to re-commence transactions, you may request our CR Team to Unfreeze your Broking A/c.
- For un-interrupted operation of your BO account, do ensure there is sufficient credit balance available in your DP Ledger to cover the DP dues, failing which interest penalty of 18 % per annum shall be applicable on the dues.

DON'Ts

- Do not authorize any other person including our Employees / Sub-broker / Authorized Person to operate your BO account on your behalf.
- Do not leave your DIS booklet or blank signed slips with any third party or your broker/sub-broker.

- Do not sign blank DIS as it is equivalent to a bearer cheque.
- Do not allow any other person including our Employees / Sub-broker / Authorized Person to open or operate an e-mail account on your behalf.
- Do not share your User-ID or Password with any third party
- Do not accept Transaction and/or Holding statement of your DP a/c given by any persons other than that sent by our DP Team from Mumbai or by Depositories.
- Do not execute Suspicious / Benami transactions failing which we will be compelled to report such transactions to Director FIU-IND, New Delhi under the provisions of Prevention of Money Laundering Act.
- Do not give cash/cheques or transfer securities to any other person including our employees/Sub-broker/Authorized Person/ Remiser as they are not authorized to receive funds or securities in their name.
- Do not give third party cheques / DD for your purchases/ margin obligations.
- Do not give third party deliveries for your sale / margin obligations.
- Do not authorize any other person including our employees/Sub-broker/Authorized Person/Remiser to place order on your behalf.
- Do not accept any offer of assured or guaranteed return on your funds from any person including our employees/Sub-broker/ Authorized Person/Remiser, as no one can assure or guarantee return on your funds.

GENERAL TERMS & CONDITIONS **(As prescribed by the Stock Broker)**

VOLUNTARY

1. The Client shall be wholly responsible for all his decisions and trades.
2. The failure of the Client to understand the risks involved shall not render a contract as void or voidable and he shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segment
3. The Client will not indulge, either individually or in concert with others, in price- manipulative, fraudulent, deceptive or circular transactions.
4. The Client will not act as an unregistered intermediary.
5. The Client agrees to abide by the exposure limits, if any, set by the Member or by the Exchange or Clearing Corporation or SEBI from time to time.
6. The Client will make payments for his purchases and / or margins from client's own bank account directly to the Member's bank a/c either by crossed cheque or demand draft or through Fund Transfer/NEFT/RTGS in favor of the member. The Client will not make any payment in cash.
7. The Client agrees that if he fails to make payment before pay-in day, the Member will charge delayed payment charges @ 1.5% per month or such other rate as may be applicable and intimated to the Client from time to time, on the outstanding amount and further that they may dispose off his securities to recover their dues including delayed payment charges.
8. The Client will deliver shares from client's own registered demat a/c only to Member's demat/pool a/c / Clearing House for fulfilling his sales obligation or for margin purpose or otherwise.
9. If the Client fails to deliver shares sold by him before time specified by the Member for pay-in of shares, the Client authorizes the Member, at their discretion, to utilize his shares lying with the member as Margin towards client's sales obligation.
10. If the Client fails to request the member to adjust his shares inter settlement before prescribed limit for pay-in of shares, client authorizes the member, at member's discretion, to adjust shares, in full or in part, towards client's sales obligation.
11. The Client authorizes the Member to mark provisional debit in his account in case of shortage of shares sold by him till the exchange provides details of auction / close-out to them.
12. The Client authorizes the Member to auction / close out internal shortage at their discretion.
13. The Client agrees that the Member will send monthly/ quarterly a/c statements (as opted in Running Account authorization) by Email on Email-ID as stated in the Client Registration Form. The Client further agrees that he will bring any discrepancy to the notice of the Member directly within 30 days from the date of the receipt of statement failing which it will be presumed that there is no discrepancy.
14. The Client authorizes the Member, at their discretion, to adjust his funds / securities at any segment of the stock exchange towards his obligation at any other segments of any exchanges(s).
15. The Client agrees to immediately furnish information to the Member in writing , if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
16. The Member and the Client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
17. FOR NRO CLIENT - UNDERTAKING AT BSE/NSE/MCX-SX Derivative SEGMENT - The Client undertakes to trade and settle his trades at BSE/NSE/MCX-SX Derivative Segment only through the Member or Professional Clearing Member appointed by the Member. The Client further undertakes that client will neither trade nor settle client's trade at NSE / MCX-SX F&O Segment through any other NSE/ MCX-SX Member.
18. The Client authorizes the Member to inform Stock Exchanges and/or SEBI, if the Client defaults in fulfilling his obligation to the Member.

“Basic Services Demat Account” (BSDA) terms specified herein:

I. Eligibility :

Individuals shall be eligible to opt for BSDA subject to the following conditions.

- i. All the individuals who have or propose to have only one demat account where they are the sole or first holder.
- ii. Individuals having any other demat account/s where they are not the first holder shall be eligible for BSDA in respect of the single demat account where they are sole or first holder.
- iii. The individual shall have only one BSDA in his/her name across all depositories.
- iv. Value of securities held in the demat account shall not exceed Rupees Two Lakhs at any point of time.

II. Charges:

- a. The charge structure may be on a slab basis as indicated below:
 - i. No Annual Maintenance Charges (AMC) shall be levied, if the value of holding is up to Rs. 50,000.
 - ii. For the value of holding from Rs 50,001 to Rs 200,000, AMC not exceeding Rs 100 may be charged.
- b. The value of holding shall be determined by PL on the basis of the daily closing price or NAV of the securities or units of mutual funds, as the case may be. Where such price is not available the last traded price may be taken into account and for unlisted securities other than units of mutual funds, face value may be taken in to account.
- c. If the value of holding in such BSDA exceeds the prescribed criteria at any date, PL may levy charges as applicable to regular accounts (non BSDA) from that date onwards.
- d. PL shall reassess the eligibility of the BOs at the end of every billing cycle and give option to the BOs who are eligible to opt for BSDA.

III. Services for Basic Services Demat Accounts:

- a. Transaction statements:
 - i. Transaction statements shall be sent to the BO at the end of each quarter. If there are no transactions in any quarter, no transaction statement may be sent for that quarter.
 - ii. If there are no transactions and no security balance in an account, then no further transaction statement needs to be provided.
 - iii. Transaction statement shall be required to be provided for the quarter in which the account became a zero balance account.
- b. Holding Statement:
 - i. One annual physical statement of holding shall be sent to the stated address of the BO in respect of accounts with no transaction and nil balance.
 - ii. One annual statement of holding shall be sent in respect of remaining accounts in physical or electronic form as opted for by the BO.
- c. Charges for statements: Electronic statements shall be provided free of cost. In case of physical statements, PL shall provide at least two statements free of cost during the billing cycle. Additional physical statement may be charged at a fee not exceeding Rs.25/- per statement.
- d. All BOs opting for the facility of BSDA, shall register their mobile number for availing the SMS alert facility for debit transactions.
- e. In case the individual already has BSDA or open a new BSDA on a later date, then status of this demat account as BSDA will cease to exist.
- f. All other conditions as applicable to regular demat accounts, other than the ones mentioned here above shall continue to apply to basic services demat account.

1. **Facilities through Easi** (*Electronic Access to Securities Information*) - Easi provides DP/RTA limited facility as compared to CDAS and services, which CDSL may decide to provide from time to time in its absolute discretion. The availability / non-availability of a particular service shall be advised either through email, web site of CDSL or through written communication
2. **Application:** The application for availing of the Easi service and the registration thereof shall be made in physical form (*i.e., by a hard copy*). The acceptance or acknowledgment of receipt of the application by CDSL does not automatically imply acceptance of the application for availing of the Easi service. CDSL shall be entitled at its sole discretion to either accept or reject an application. CDSL will from time to time advise about the Internet Software (*such as Browser*), required for using Easi. There will be no obligation on CDSL to support all versions of the Internet Software

PART A – REGISTRATION PROCEDURE

1. In order to get registered to Electronic Access to Securities Information a BO has to provide certain basic information like BO ID, Login ID, Email address, Telephone/Mobile Nos. etc. at Electronic Access to Securities Information.
2. The Login ID as entered would be used by BO for accessing Electronic Access to Securities Information. The Login ID would be accepted if it is not already registered with Electronic Access to Securities Information.
3. After filling up the necessary details at Electronic Access to Securities Information, BO has to print and sign the Registration Form. The registration form should be compulsorily signed by all the account holders.
4. The Registration Form should be submitted to the Depository Participant (DP).
5. If details and signatures on the Registration Form are found in order, the Login ID of the BO would be activated to access Electronic Access to Securities Information.
6. On activation a password would be generated for the Login ID, the password would be mailed to the Email ID of the BO as mentioned in the BO registration Form. For the purpose of security it is advised that BO should provide a secure Email ID which is accessed by him only. Do not provide Email ID which is accessed by any other person than the BO.
7. On receiving password a BO can use Electronic Access to Securities Information facility by accessing the internet site <http://cdslindia.com>. A BO is required to enter the Login ID and Password.
8. A BO is required to enter the Login ID and Password.
9. If a BO is logging into Electronic Access to Securities Information for the first time, he/she is required to change the password immediately.
10. If a BO forgets password for Electronic Access to Securities Information, it can request for a change in the password by following the 'Forgot your Password procedure'. The existing contract would be valid after the Replacement/ change of password.
11. BO is requested to take following measures in order to make Electronic Access to Securities Information more secure and safe.
 - Change the password immediately after first login.
 - Do not use common/dictionary words for password.
 - Password should be minimum 8 digits containing alphanumeric characters.
 - Keep your password confidential, never reveal/share the same with anyone.
 - Do not write your password.
 - While entering the password for accessing Electronic Access to Securities Information make sure that no one can see the same.
 - Before moving to the other website logout from Electronic Access to Securities Information.
 - After accessing the Electronic Access to Securities Information immediately delete all files in the folder "C:\Windows\Temporary Internet Files".
 - BOs are advised to access Electronic Access to Securities Information from their own PC, as third party PCs may contain software to reveal password.
 - Change your password on regular intervals.

PART B – FACILITIES THROUGH

Electronic Access to Securities Information provides a BO a facility to enquire about the balances in their Demat Account, details about transactions and other services, which CDSL may decide to provide from time to time in its absolute discretion. The availability / non-availability of a particular service shall be advised either through email, web page of CDSL or written communication

PART C – TERMS AND CONDITIONS

Definition: In this document, the following words and phrases have the meaning set opposite them unless the context indicates otherwise:

- CDSL:** means Central Depository Services (India) Limited, a company incorporated under the Companies Act, 1956 and registered under the Depositories Act 1996 with Securities and Exchange Board of India.
- Beneficiary Owner (BO)** Means a an individual/corporate/huf who has opened a Demat account with Depository Participants of CDSL.
- Electronic Access to Securities Information (Easi)** : refers to the trade name of CDSL's Internet Services which provides A DP/RTA ability to enquire about the balances in Demat Account, details about transactions and other services, which CDSL may decide to provide from time to time in its absolute discretion. â Internet: refers to a Global network of inter connected Computers network, each using transmission control protocol
- Internet:** refers to a Global network of inter connected Computers network, each using transmission control protocol standard network interconnection protocols as is used to transmit data that is directly or indirectly delivered to a Computer.
- Subscriber:** means a DP/RTA identified and registered as a subscriber to the Electronic Access to Securities Information service.
- Personal Information:** refers to the information about the Demat Account that is stored on the records of CDSL and may be retrieved in perceivable form.

Application: The application for use of the *easi* service and its registration thereof shall be made in physical form (i.e., by a hard copy). The acceptance or acknowledgment of receipt of the application by CDSL does not automatically imply acceptance of the application for use of the *easi*. CDSL shall be entitled at its sole discretion to either accept or reject an application. CDSL will from time to time advise about the Internet Software (such as Browser), required for using *easi*. There will be no obligation on CDSL to support all versions of the Internet Software.

Mailing Address: All correspondence / delivery by CDSL shall only be made at the address and / or e-mail address as registered with CDSL.

Liability: CDSL shall not be liable to BO for any transactions occurring through the use of Electronic Access to Securities Information services and the BO hereby fully indemnifies and hold CDSL harmless against any action, suit, proceeding initiated against it or any loss, cost or damage incurred by it as a result thereof. CDSL shall under no circumstance shall be liable to the user if the access is not available in the desired manner for reasons including but not limited to natural calamities, legal restraints, faults in the telecommunication network or network failure or any other reason beyond the control of CDSL. Under no circumstance shall CDSL be liable for damages whatsoever whether such damages are direct, indirect, incidental consequential and irrespective whether any claim is based on loss of revenue, interruption of business, or any loss of any character or nature and whether sustained by the user or any other person. Illegal or improper use of the *easi* service shall render the user liable for payment of financial charges as decided by CDSL and will result in suspension of the access to the *easi* service.

Disclosure of Personal Information: The BO agrees that CDSL or its agents may hold and process its Personal Information on computer or otherwise in connection with Electronic Access to Securities Information as well as for statistical analysis. The BO also agrees that CDSL may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of but not limited to the following:

- To the DP where the BO is having its demat account
- For participation in any telecommunication network
- In compliance with a legal directive &
- For fraud prevention purposes, etc.

Proprietary Rights: The BO acknowledges that the software underlying Electronic Access to Securities Information as well as other Internet related software required for accessing *easi* is the legal property of the respective vendors. The permission given by CDSL to access *easi* will not convey any proprietary or ownership rights in the above software. The BO shall not attempt to modify, translate, disassemble, decompile or reverse engineer the software underlying *easi* or create any derivative product based on that software.

Change of Terms and Conditions: CDSL has the absolute discretion to amend or supplement any of the terms and conditions at any time and will endeavor to give prior notice of fifteen days wherever feasible for such changes. CDSL may introduce new services within Electronic Access to Securities Information from time to time. The existence and availability of the new services will be notified to the BO as and when they become available. The changed terms and conditions applicable to the new features in service shall be communicated to the BO. By using these new services, the BO agrees to be bound by the revised terms and conditions applicable.

Non-Transferability: The right of use of Electronic Access to Securities Information to a BO is not transferable under any circumstance and shall be used by the BO only.

Termination of Electronic Access to Securities Information Service: The BO may request for termination of the Electronic Access to Securities Information service any time by giving a written notice of atleast 15 days to CDSL. CDSL may withdraw the *easi* service anytime provided the BO is given reasonable notice under the circumstances. The closure of the BO Pool Accounts of the BO will automatically terminate the *easi* service. CDSL may suspend or terminate *easi* service without prior notice if the BO has breached any of the terms and conditions or CDSL learns of the death, bankruptcy or lack of legal capacity of the BO.

Notices: CDSL and the BO may give notices in the following manner under these Terms and Conditions:

- In writing by delivering them by hand or by sending them by post to the last address given by the BO and in the case of CDSL to the address mentioned below: Central Depository Services (India) Ltd.(CDSL) Phiroze Jeejeebhoy Towers, 28th Floor, Dalal Street, Mumbai - 400 023.
- In addition, CDSL may also publish notices of general nature, which are applicable to all BOs using Electronic Access to Securities Information on its website. Such notices will have the same effect as a notice served individually to each BO

Governing Law: These terms and conditions and / or the use of the services provided through Electronic Access to Securities Information shall be governed by the laws of the Republic of India and no other nation. The BO and CDSL agree to submit to the exclusive jurisdiction of the Courts located in Mumbai, India as regards any claims or matters arising under these terms and conditions. Any dispute or difference arising between the BO and CDSL shall be settled by mutual consultation / discussion, failing which the same shall be referred to arbitration. The Arbitration proceedings shall be governed and conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 and that the Arbitration proceedings shall take place in Mumbai. CDSL accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that *easi* service can be accessed through Internet by a BO in a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions.

General: The clause headings in this agreement are only for convenience and do not effect the meaning of the relative clause. The BO shall not assign this agreement to anybody else. CDSL may subcontract and employ agents to carry out any of its obligations under this agreement.

Disclaimer: All information provided in Electronic Access to Securities Information is obtained by CDSL from sources believed by CDSL to be accurate and reliable. Because of the possibility of human and technical error as well as other factors, CDSL is not responsible for any errors or omissions. The development of the products and services of CDSL is a continuous process and published information may not be upto date. The formats, update frequency and retention period of the information will be decided at the sole discretion of CDSL. It is important to check the current position with concerned Depository Participant. All information is provided on 'as is' basis without warranty of any kind. CDSL makes no representation and disclaim all express, implied and statutory warranties of any kind to the user and/or any third party including warranties as to accuracy, timeliness, completeness, merchantability or fitness of the information for any particular purpose. All proprietary rights in the information received shall remain the property of CDSL. Reproduction, redistribution and transmission of any information contained on the web site is strictly prohibited. Access to this web site is in confirmation that you have understood and accepted these terms. This service does not in any manner whatsoever undermine, compromise or substitute

