

F

Motilal Oswal Financial Services Ltd

BA / Br Name	PLEASE AFFIX RUBBER STAMP
Complete Address,	
City, PIN,	
Mobile Number (Objected form will be returned on this address)	

Select Option of Activation	
Physical	☐
Scan	☐
Reactivation Form	☐

Select Option - ☐ CDSL or ☐ NSDL

Know your client (KYC) Application form
(BSE, NSE, CDSL, NSDL, MCX, NCDEX)

Paperwork hua purana,
e-KYC ka hai zamaana.
Forget this form, switch to e-KYC.



"No money / cash to be paid to any of ours Authorised Person.
Any funds pay-in / fees / charges are to be paid only by cheque / RTGS in favour of Motilal Oswal Financial Services Ltd. only."

Client Code	DP Internal Ref. No.														
CDSL DP ID	1	2	0	1	0	9									
NSDL DP ID	I	N	3	0	1	8	6	2							

Branch Details

Branch Prefix	Branch Name
---------------	-------------

Branch Prefix	Name of the Person	Signature	Date
Data entered by Branches Maker			
Data Rechecked by Branches			
Checker			
Verified by HO			
Authorised by HO			
Approved by HO			
Dispatched by HO			

**I Don't Give
Tips Only
Solid Advice.**



**One Stop Solution
for All your
Investment Needs**



Motilal Oswal Financial Services Limited (MOFSL) * Member of NSE, BSE, MCX, NCDEX CIN No.: L67190MH2005PLC153397

Registered Office Address: Motilal Oswal Tower, Rahimtullah Sayani Road, Opposite Parel ST Depot, Prabhadevi, Mumbai-400025; Tel No.: 022-71934263; Website www.motilaloswal.com.
Correspondence Office Address: Palm Spring Centre, 2nd Floor, Palm Court Complex, New Link Road, Malad (West), Mumbai-400064. Tel No: 022 7188 1000. Registration Nos.: Motilal Oswal Wealth Management (MOWM)*: INZ000158836. (BSE/NSE/MCX/NCDEX); CDSL and NSDL: IN-DP--162015; Research Analyst: INH000000412. BSE Enlistment Number: 5028; AMFI Registered Mutual fund Distributor and SIF Distributor: ARN 146822; APMI: APRN00233; Insurance Corporate Agent; CA0579. Motilal Oswal Asset Management Company Ltd. (MOAMC): PMS (Registration No.: INP000000670); PMS and Mutual Funds are offered through MOAMC which is group company of MOFSL. Motilal Wealth Management Ltd. (MOWML): PMS (Registration No INP000004409) is offered through MOWML, which is group company of MOFSL. Motilal Oswal Financial Services Limited is a distributor of Mutual Funds, PMS, Fixed Deposit, Bond, NCDs, Insurance Product, Investment advisor and IPOs etc. These are not Exchange traded products and the Trading Member is just acting as distributor. All disputes with respect to the distribution activity would not have access to Exchange Investor Redressal Forum or Arbitration mechanism. Research & Advisory services is backed by proper research. Please read the Risk Disclosure Document prescribed by the Stock Exchanges carefully before investing. There is no assurance or guarantee of the returns. Details of Compliance Officer: Name: Neeraj Agarwal, Email ID: na@motilaloswal.com, Contact No.: 022-40548085. The securities quoted are exemplary and are not recommendatory. Brokerage will not exceed SEBI prescribed limit. Customer having any query/feedback/clarification may write to query@motilaloswal.com. In case of grievances for Securities Broking write to grievances@motilaloswal.com, for DP to dpgrievances@motilaloswal.com. The securities quoted are exemplary and not recommen.

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Disclaimer: Registered Office Address: Motilal Oswal Tower, Rahimtullah Sayani Road, Opposite Parel ST Depot, Prabhadevi, Mumbai-400025; Tel No.: 022-71934263; Website www.motilaloswal.com. Correspondence Office Address: Palm Spring Centre, 2nd Floor, Palm Court Complex, New Link Road, Malad (West), Mumbai-400064. Tel No: 022 7188 1000.

Registration Nos.: Motilal Oswal Financial Services Limited (MOFSL)*: INZ000158836. BSE/NSE/MCX/NCDEX); CDSL and NSDL: IN-DP--162015; Exchange Member IDs: NSE-10412/BSE-446/MCX-55930/NCDEX-1240.

"Investments in securities market are subject to market risks, read all the related documents carefully before investing."

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Name of stock broker/trading member/clearing member	Motilal Oswal Financial Services Limited	
SEBI Registration No. and date	INZ000158836 (BSE/NSE/MCX/NCDEX) - February 05, 2019	
SEBI Registration number as Research Analyst INH000000412, November 29, 2018		
CDSL and NSDL : IN-DP-16-2015 - February 14, 2019		
NERL: 50144	CCRL : 10055930 - 11-Sep-2018	ComRIS : M1100050 - 06-Mar-2018
Registered Office Address	Motilal Oswal Tower, Rahimtullah Sayani Road, Opposite Parel ST Depot, Prabhadevi, Mumbai-400025. Ph: +91-22-71934200 / 71934263 Fax: +91-22-50362365 Website: www.motilaloswal.com	
Correspondence Office Address	Palm Spring Centre, 2nd Floor, Palm Court Complex, New Link Road, Malad (West), Mumbai - 400 064. Ph: +91-22-71881000 Fax: +91-22-71881333 Website: www.motilaloswal.com	
Name of compliance officer	Mr. Neeraj Agarwal Ph: +91-22-40548085 Email Id: na@motilaloswal.com	
Name of COO	Mr. Ajay Menon Ph: +91-22-40548083 Email Id: am@motilaloswal.com	

Investment in securities market are subject to market risks. Read all the related documents carefully before investing. Registration granted by SEBI and certification from NISM is no way guarantee performance of the intermediary or provide any assurance of returns to investors.

For any grievance / dispute please contact stock broker (Motilal Oswal Financial Services Limited) at the above address or Email id grievances@motilaloswal.com for stock broking related dispute or Dpgrievances@motilaloswal.com for DP related dispute or can speak on Phone No. 91-22-71881000. In case not satisfied with the response, please contact BSE at is@bseindia.com and Phone no. 91-22-22728016 and NSE at ignse@nse.co.in and Phone no. 18002660058 and CDSL at complaints@cdslindia.com and phone No. 1800-200-5533 and NSDL at relations@nsdl.co.in and Phone No. 022-24994200 and MCX at grievance@mcxindia.com and Phone no. 91-22-66494070 and NCDEX at ig@ncdex.com and Phone no. +91-22-66406789.

"You can also lodge your grievances with SEBI at <https://scores.Sebi.gov.in>. For any queries, feedback or assistance, please contact SEBI office on Toll Free Helpline at 1800 22 7575 / 1800 266 7575".

CHECKLIST TABLE FOR INDIVIDUAL ACCOUNT OPENING

- Important Notes: 1. Requirements are as per CDSL, CVL, CKYC and SEBI guidelines
2. Activation is the date, when documents are received at the HEAD OFFICE FOR VERIFICATION.
3. Income Proof is mandatory to deal in Non-Cash Segments



THE RESPECTIVE DOCUMENTS SUBMITTED SHOULD BE AS PER THE REQUIREMENTS MENTIONED	
DOCUMENT TYPE	
ID Proof	Passport / Driving License / Voter ID / Aadhar Card
Address Proof	Passport / Driving License / Voter ID / Aadhar Card
Bank Proof	Cancelled Cheque / Bank Passbook / Bank Statement / Bank Verification on Bank Letterhead
Income Proof	Copy of Income Tax Return / Copy of Annual Accounts / Copy of Form 16 (Salary Certificate) / Networth Certificate / Demat Holding Statement / Bank Statements for last 6 months (Proof of Financial details any one)
Signature Proof	Passport / Driving License / Bank Verification Letter

TRADING & DEMAT ACCOUNT CHECKLIST (INDIVIDUAL / NRI) - ACOP Individual Version 11

Required Validation 	ID Details			Address Details		Bank Details	
Proofs 	Name	Sign	Photo	Correspondence Address	Permanent Address	Bank Name & A/c No.	MICR / IFSC Code
Passport *	✓	✓	✓	✓	✓		
Driving Licence *	✓	✓	✓	✓	✓		
Voter ID	✓		✓	✓	✓		
UID (Aadhaar)	✓		✓	✓	✓		
Cancelled Cheque (With Client name & A/c No. Printed)						✓	✓
Bank Verification Letter (Original)	✓	✓	✓	✓	✓	✓	✓

Abbreviations :

- 1) * The Proof should be valid on the DATE of agreement.
- 2) ** The Proof should not be more than 3 months old.

PROOF OF FINANCIAL DETAILS, any one

- ✓ Copy of Income Tax Return ✓ Copy of Annual Accounts ✓ Copy of Form 16 (Salary Certificate)
- ✓ Networth Certificate ✓ Demat Holding Statement ✓ Bank Statements for last 6 months

PROOF FOR EXISTING DEMAT ACCOUNT HOLDERS

- ✓ DP Statement ✓ Client Master Report (CMR)
1. Clients name & DP A/c No. on the proof of DP should match with that mentioned in the account opening form.
 2. DP statement should clearly show DP ID & Client ID.

PROOFS FOR NRI (NON RESIDENT INDIAN)

1. PAN card
2. Valid Passport / PIO Card / OCI Card as proof of Identity. Proof of Foreign Address and Indian Address (If any)
3. Bank A/c should be either Repatriable Bank A/c for NRE OR Non-Repatriable A/c for NRO Status.
4. Proof of Demat Account should be only with NRI status.
5. Permission for dealing in securities from Authorized Dealer (Bank) / RBI.

WATCH OUTS / LAST MINUTE REVISION

1. The A/c opening form is filled properly in BLACK INK and BLOCK LETTERS ONLY and do have :
 - a. Clients Name and Signature at places marked in Grey color.
 - b. Joint holders signature will be required against the  symbols.
 - c. Address - as it appears on the address proof. In case permanent & Correspondence addresses are different, make sure to provide address proof for both of them.
 - d. Witness signature at places marked in Light Grey color.
 - e. N. A. mentioned at all places not applicable to the client.
2. White ink is not allowed either on form or on agreement. All corrections to be countersigned with full signature.
3. All proofs, photographs and signature on the form should be clearly visible and should be self attested by client.
4. In Person Verification & Document verification from original has to be done by SEBI registered / Authorised Person only.
5. In case of DP in joint names, all the proofs - address proof - should be provided for the 2nd & 3rd Holder also

Instructions/Guidelines for filling Individual KYC Application Form

A. General Instructions:

1. Self-attestation of documents is mandatory.
2. Copies of all documents that are submitted need to be compulsorily self-attested by the applicant and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per below list mentioned list.
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent addresses are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIOCard/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
10. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/ Passport of Minor/Birth Certificate must be provided.
11. Politically exposed persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in/by a foreign country e.g., Head of State or of Government, senior politician, senior government/judiciary/military officer, senior executive of state owned corporation, important political party official, etc.

B. Proof of Identity (POI):

- a. Officially valid document (OVD) defined as per Rule 2 (d) of Prevention of Money-Laundering (Maintenance of Records) Rules, 2005 (PML Rules):
 - i. The passport.
 - ii. The driving licence.
 - iii. Proof of possession of Aadhaar number.
 - iv. The Voter's Identity Card issued by Election Commission of India.
 - v. Job card issued by NREGA duly signed by an officer of the State Government.
 - vi. The letter issued by the National Population Register containing details of name address or
 - vii. Any other document as notified by the Central Government in consultation with the Regulator.
- b. Further, in terms of proviso to the above Rule, where simplified measures are applied for verifying the identity of the clients. the following documents shall also be deemed to be officially valid document.
 - i. Identity card/ document with applicant's photo, issued by the Central/State Government Departments. Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks and Public Financial Institutions.
 - ii. Letter issued by a gazetted officer, with a duly attested photograph of the person.

C. Proof of Address (POA):

- a. "Officially valid document" defined as per Rule 2 (d) of Prevention of Money-Laundering (Maintenance of Records) Rules, 2005 (PML Rules):
 - i. The passport;
 - ii. The driving licence;
 - iii. Proof of possession of Aadhaar number;
 - iv. The Voter's Identity Card issued by Election Commission of India;
 - v. Job card issued by NREGA duly signed by an officer of the State Government;
 - vi. The letter issued by the National Population Register containing details of name, address; or
 - vii. Any other document as notified by the Central Government in consultation with the Regulator.
- b. Further, in terms of Rule 9(18) of PML rules, 2005, in case the officially valid document furnished by the client does not contain updated address, the following documents (or their equivalent e-documents thereof) shall be as deemed to be officially valid document for the limited purpose of proof of address, provided that the client shall submit updated officially valid document (or their equivalent e-documents thereof) with current address within a period of three months of submitting the following documents:
 - i. Utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill);
 - ii. Property or municipal tax receipt;
 - iii. Pension or family pension payment orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, if they contain the address;
 - iv. Letter of allotment of accommodation from employer issued by state or central government departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies and leave and licence agreements with such employers allotting official accommodation.

D. Exemptions/Clarifications to PAN (*Sufficient documentary evidence in support of such claims to be collected)

The following are exempted from the mandatory requirement of PAN:

- i. Transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc. (under the category of Government) for transacting in the securities market.
- ii. Investors residing in the state of Sikkim.
- iii. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
- iv. SIP of Mutual Funds upto ₹50,000/- per year.

In case there is change in the name subsequent to issuance of PAN of the client, registered intermediaries can collect the PAN card proof as submitted by the client provided it is supported by a marriage certificate issued by the State Government or gazette notification, indicating such a change of name.

The e-PAN issued by Central Board of Direct Taxes (CBDT) can also be produced by client for KYC compliance. e-PAN is a digitally signed PAN card issued in electronic format by the Income-tax department.

E. List of people authorized to attest the documents:

1. Authorized officials of Asset Management Companies (AMCs).
2. Authorized officials of Registrar & Transfer Agent (RTA) acting on behalf of the AMC.
3. KYC compliant mutual fund distributors affiliated to Association of Mutual Funds (AMFI) and have undergone the process of 'Know Your Distributor (KYD)'.
4. Notary Public, Gazette Officer, Manager of a Scheduled Commercial/Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
5. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy/ Consulate General in the country where the client resides are permitted to attest the documents.

F. Online Mode Processing of KYC:

1. **EKYC BIOMETRIC**
 - Applicant may directly upload their documents (OVD) as scanned images on intermediary's portal.
 - The documents should be e-signed.
 - Applicant details are verified using UIDAI Biometric details.
 - Original Seen Verification (OSV) of documents as well as IPV / VIPV is exempted.
 - Intermediary attestation on documents is exempted.
2. **EKYC OTP**
 - Applicant may directly upload their documents (OVD) as scanned images on intermediary's portal.
 - The documents should be e-signed.
 - Applicant details are verified using UIDAI details using OTP.
 - Original Seen Verification (OSV) of documents as well as IPV / VIPV is exempted.
 - Intermediary attestation on documents is exempted.
3. **ONLINE KYC**
 - Applicant may directly upload their documents (OVD) as scanned images on intermediary's portal.
 - The documents should be e-signed.
 - Virtual In Person Verification (VIPV) is mandatory as per SEBI guidelines.
 - Intermediary attestation on documents (OSV) is exempted.
4. **OFFLINE EKYC**
 - Applicant may directly upload their document (PAN copy) as scanned images on intermediary's portal.
 - The documents should be e-signed.
 - Digital KYC performed through Offline Aadhaar e-KYC. OVD sourced from Offline Aadhaar e-KYC.
 - Original Seen Verification (OSV) of documents as well as IPV / VIPV is exempted.
5. **DIGILOCKER**
 - Digital KYC performed through the documents (OVD) sourced from Digilocker.
 - Original Seen Verification (OSV) of documents as well as IPV / VIPV is exempted.
 - Intermediary attestation on documents is exempted.



Motilal Oswal Financial Services Limited
Know Your Client (KYC) Application Form (For Individuals Only)



Please fill the form in ENGLISH and in BLOCK letters
 Fields marked * are mandatory
 Fields marked + are pertaining to CKYC and mandatory only if processing CKYC also

Application No. _____

KYC No. (Mandatory for KYC update request)Application Type*: ☐ New KYC ☐ Modification KYC ☐ Minor**KYC Mode***: Please Tick (✓)
☐ Normal ☐ EKYC OTP ☐ EKYC Biometric ☐ Online KYC ☐ Offline EKYC ☐ Digilocker
1. Identity Details (please refer guidelines overleaf)

PAN* _____

Name* (same as ID proof) _____

Maiden Name+ (if any) _____

Fathers/Spouse's Name* _____

Mother Name (Optional) _____

Date of Birth* _____

Gender* ☐ Male ☐ Female ☐ TransgenderMarital Status* ☐ Single ☐ MarriedNationality* ☐ Indian ☐ Other _____Residential Status* ☐ Resident Individual ☐ Non Resident Indian
☐ Foreign National ☐ Person of Indian Origin+

PHOTOGRAPH

Please affix
the recent passport
size photograph and
sign across it

1/21

Please Tick (✓) (Passport mandatory for NRIs and Foreign Nationals. PIO selection is only for CKYC and not for KRA KYC. Select NRI or Foreign National based on Nationality of the individual)

Proof of Identity (POI) submitted for PAN exempted cases (Please tick)☐ A - Aadhaar Card ☒ ☒ ☒ ☒ ☒ ☒ ☐ ☐ ☐ ☐☐ B - Passport Number _____ (Expiry Date) _____☐ C - Voter ID Card _____☐ D - Driving License _____ (Expiry Date) _____☐ E - NREGA Job Card _____☐ F - NPR _____☐ G - EKYC Authentication _____☐ H - Offline verification of Aadhar _____☐ Z - Others _____ (any document notified by Central Government)

Identification Number _____

2. Address Details* (please refer guidelines overleaf)**A. Correspondence/ Local Address***

Line 1* _____

Line 2 _____

Line 3 _____

City/Town/Village* _____ District* _____ Pin Code* _____

State / U.T Code* _____ Country* _____ ISO-3166 Code _____

Address Type* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified**NOTE:** For list, of two digit State/UT & list of ISO3166, kindly visit www.motilaloswal.com / Download Option

B. Permanent residence address of applicant, if different from above A / Overseas Address* (Mandatory for NRI Applicant)

Line 1* _____
 Line 2 _____
 Line 3 _____
 City/Town/Village* _____ District* _____ Pin Code* _____
 State / U.T Code* _____ Country* _____ ISO-3166 Code _____
 Address Type* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified

Proof of Address* (attested copy of any 1 POA for correspondence and permanent address each to be submitted)

Certified copy of OVD or equivalent e document of OVD obtained through digital KYC process needs to be submitted. (Any one of the following OVD)

- ☐ A - Aadhaar Card ☒ ☒ ☒ ☒ ☒ ☒ ☐ ☐ ☐ ☐
- ☐ B - Passport Number _____ (Expiry Date) _____
- ☐ C - Voter ID Card _____
- ☐ D - Driving License _____ (Expiry Date) _____
- ☐ E - NREGA Job Card _____
- ☐ F - NPR Letter _____ (National Population Registerd Letter)
- ☐ G - EKYC Authentication _____
- ☐ H - Offline verification of Aadhar _____
- ☐ Deemed proof of address document type code _____
- ☐ Self Declaration _____
- ☐ Z - Others _____ (any document notified by Central Government)
- Identification Number _____

3. Contact Details (in CAPITAL) - (All communications will be sent to Mobile No. / Email Id)

Email ID* _____ CAPITAL LETTERS Mobile No. * _____
 Tel (Off) _____ Tel (Res) _____

4. Applicant Declaration

I/We hereby declare that the KYC details furnished by me are true and correct to the best of my/our knowledge and belief and I/we under-take to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/We are aware that I/We may be held liable for it.

I/We hereby consent to receiving information from CVL / KRA / CERSAI through SMS/Email on the above registered number/Email address.

I am/We are also aware that for Aadhaar OVD based KYC, my KYC request shall be validated against Aadhaar details. I/We hereby consent to sharing my/our masked Aadhaar card with readable QR code or my Aadhaar XML/Digilocker XML file, along with passcode and as applicable, with KRA and other Intermediaries with whom I have a business relationship for KYC purposes only.

Applicant Wet Signature

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DATE: _____ (DD-MM-YYYY)

PLACE: _____

5. For Office Use Only

In-Person Verification (IPV) carried out by*		Intermediary Details*
Name of the Organization	PLEASE AFFIX RUBBER STAMP & SIGN	☐ Self certified document copies received (OVD) ☐ True Copies of documents received (Attested) AMC / Intermediary Name / Code : 1100010900 CERSAI Code : IN0269
NSE / BSE / MCX / NCDEX - AP Registration Number		
Person name doing IPV / docs / PAN verification		Motilal Oswal Financial Services Ltd
Designation / MOFSL Employee code		
Date of IPV / Document Verification		
Date of PAN Verification with IT Site		
Signature of the Person		

CKYC Data Download Consent Request

Dear Sir/Madam,

I, Name of the Customer S/o / D/o / W/o [Father's /Mother's/Spouse Name], give my consent to download my KYC Records from the Central KYC Registry (CKYCR), only for the purpose of verification of my identity and address from the database of CKYCR Registry.

I understand that my KYC Record includes my KYC Records /Personal information such as my name, address, date of birth, PAN number etc.

Client's Signature	3/21
Client Name	

UNDERTAKING CUM DECLARATION
(Mandatory only for clients activated in Currency Segment)

Date: _____

To,
 Motilal Oswal Financial Services Limited
 Palm Spring Centre,
 2nd Floor, Palm Court Complex,
 New Link Road, Malad (West),
 Mumbai 400064

Client Code with MOFSL: _____

Sub: Currency Derivative Exposure

Dear Sir/Madam,

For the purpose of dealing in Currency Derivatives Contracts for INR paired contracts, I hereby confirm that I will always abide by the RBI / Exchange guidelines, as and when issued. I understand some of the guidelines are as under. Further I will go through related RBI circulars and will remain updated on any related development.

1. I/We shall have valid underlying exposure which shall not be hedged using any other derivative contract.
2. I/We shall present the documentary proof for same in case of any clarification required.
3. I/We are aware that all positions in all contracts involving INR, across all the Recognized Stock Exchanges put together, are backed by contracted exposure which is not hedged elsewhere.
4. I/We understand that the notional amount and tenor of the derivative contract should not exceed the value and tenor of the exposure.
5. I/We are aware that in case the exposure ceases to exist, in full or in part, the user has appropriately adjusted the hedge to ensure adherence to point 4 above, unless the original derivative contract is assigned against any other unhedged exposure. No adjustment to the hedge is required to be made if, in the considered opinion of the Authorised Dealer, the change in exposure is not material.
6. I/We are aware that if I/We intend to take position beyond USD 100 million (or equivalent) in contracts involving INR, in all Stock Exchanges put together, then an Authorised Dealer / Custodian needs to be designated who shall monitor the transactions.
7. I/We shall always adhere to regulatory provisions, circulars, Rules, Regulations & Guidelines issued by SEBI, RBI & Exchanges from time to time.
8. I/We declare that the information submitted by me/us is true to the facts submitted by me/us and I/We shall be held responsible in case of any breach / incorrect information found.

Accordingly, on the basis of above undertaking, I/We request MOFSL to allow transactions in currency segment in INR paired contracts against my/our permitted underlying Exposure. Further, I understand that, MOFSL can take actions based on its various Risk and Surveillance parameters which I agree to.

Client's Signature	4/21
Client Name	

Voluntary Document**APPLICATION TO TRADE IN SLBM SEGMENT**

Motilal Oswal Financial Services Ltd.

2nd Floor, Palm Spring Centre, Palm Court Complex,
New Link Road, Malad (West), Mumbai - 400 064

Sir,

Sub: Application to trade in SLBM Segment of the NSE & BSE Ref:

Client Code: _____

PAN No. _____

I / We am / have applied for registration with you as a client for execution of trades from time to time in Cash / Capital Market / Derivatives Market of Bombay Stock Exchange Ltd. (BSE) / National Stock Exchange Ltd. (NSE) (hereinbefore and after referred to as "the Stock Exchanges")

I / We wish to also commence / apply for trading in SLBM segment of the Exchange for which I / We am / are providing authorization as follows:

- I / We confirm that I / We have not been debarred by SEBI / Exchanges / Other Regulatory authorities for trading in Cash / Capital / Derivatives / Securities Markets and no action has been initiated against me /us.
- I / We confirm that I / we have received 'Rights and Obligations' document(s) related to SLBM segment and I / we confirm that I/ we have read and understood the content of the same and I / We do hereby agree to be bound by such provisions as outlined in these documents.
- I/We have been explained the tariff structure and brokerage charges. MOFSL will levy processing fees up to 20% of the Transaction Rate / lending and borrowing fee (as may be called). In addition to the processing fees / brokerage, SLB transaction shall also attract regulatory and statutory charges / tax at the rates as applicable from time to time.
- I/We understand that my Client Code will remain the same & all trades in SLBM Segment will be done using my/our PAN No.
- I / We understand that the Know Your Client (KYC) and all other related documents where ever applicable, executed at the time of registering me/us as a client under the above client code, applies mutatis mutandis to trade in SLBM segment in all Stock Exchanges also.
- I/We are made aware that in case of closure of my/our trading code with MOFSL, SLBM account will also be closed and the same will not get activated in future with different client code opened if any.

Yours Sincerely,

Client's Signature	5/21
Client Name	

Date:_____ Place:_____

OTHER DETAILS

Gross Annual Income Details Or Net-worth in ₹.	(Please tick (✓) : ☐ Upto 1 Lac ☐ 1-5 Lac ☐ 5-10 Lac ☐ 10-25 Lac ☐ >25 Lac (*Net worth should not be older than 1 year) as on (date)
Occupation	(Please tick (✓) any one and give brief details) : ☐ Private Sector Service ☐ Public Sector ☐ Government Service ☐ Business ☐ Professional ☐ Agriculturist ☐ Retired ☐ Housewife ☐ Student ☐ Forex Dealer ☐ Other source of Income (Please specify) _____
PEP	☐ Politically Exposed Person ☐ Related to a Politically Exposed Person ☐ Not a Politically Exposed Person (PEP) ☐ Not related to a Politically Exposed Person (PEP) For definition of PEP, please refer guideline relating to Instructions/Checklist for filling KYC form
Any Other Information	

BANK ACCOUNT(S) DETAILS OF SOLE / FIRST HOLDER

Bank Name		
Branch Name		
Branch Address		
Bank A/c No.		
A/c Type	☐ Savings ☐ Current ☐ Others _____	
MICR Number		IFSC Code
Internet Banking status	☐ Enabled ☐ Not Enabled	Currency: Rs.
	(Mandatory for E-Broking)	
Proof of Bank submitted	☐ Bank Statement# ☐ Cancelled Cheque (with client name and A/c no. printed) ☐ Bank Passbook## ☐ Bank Verification Letter (original)	

P. N.: In case of NRI's, Bank Account should be Repatriable Bank Account for NRE or Non Repatriable Bank Account for NRO.

DEPOSITORY ACCOUNT(S) DETAILS (if existing)

Depository Participant Name		
Depository Name:	☐ CDSL ☐ NSDL ☐ NERL ☐ COMRIS ☐ CCRL	
DP ID CDSL		Beneficiary ID (BO ID)
DP ID NSDL		Beneficiary ID (BO ID)
DP ID NERL		Beneficiary ID (BO ID)
DP ID COMRIS		Beneficiary ID (BO ID)
DP ID CCRL		Beneficiary ID (BO ID)
Beneficiary Name		
Second Holders Name		
Third Holders Name		
Proof of DP submitted	☐ DP Statement ☐ Client Master Report (CMR)	

- 1) Clients name & DP A/c No. on the proof of DP submitted should match with that mentioned in the account opening form.
2) DP statement should clearly show DP ID & Client ID.

Details of Guardian (In Case The Account Holder Is Minor)

Guardian's Name		PAN	
Relationship with the applicant			

TRADING PREFERENCE

Please sign in the relevant boxes where you wish to trade. Please strike off the segment not chosen by you.

All Exchanges	NSE & BSE			
All Segments	Cash / Mutual Fund	F&O	Currency	Debt
6/21				

If, you do not wish to trade on any Exchanges and any of its segments / Mutual Fund, Please mention here _____

TRADING PREFERENCE FOR COMMODITY SEGMENT
Commodity-Futures/Options/Options on Commodity futures / Derivatives

Please sign in the relevant Exchanges where you wish to trade. Please strike off the Exchange not chosen by you.

MCX	NCDEX	BSE	NSE
7/21	8/21	9/21	10/21

ADDITIONAL DETAILS

Facilities For Trading Contract Note and Standard Documents Communication Mode	Whether you wish to avail the facility of ☐ Internet trading ☐ Wireless technology (Mobile Trading)
Investment/Trading Experience	Whether you wish ☐ in Electronic Form (Email id same as mentioned on KRA Page)
	to receive ☐ in Physical Form
Primary purpose of dealing	☐ Years in Stocks ☐ Years in Derivatives ☐ Years In Commodities ☐ Years in Other investment related fields ☐ No Prior Experience
Educational Qualification	In Equities: ☐ Intraday ☐ Positional ☐ Investment In Derivatives: ☐ Trading ☐ Hedging ☐ Investment ☐ Under Graduate ☐ Graduate ☐ Post Graduate ☐ Professional _____
Any other information	

GST DETAILS

GST Number	
GST Implementation Location	
GST Validity Date	

PAST ACTIONS

Details of any action/proceedings initiated/pending/taken by FMC/SEBI/Stock exchange/any other authority against the applicant/constituent or its Partners/promoters/whole time directors/authorized persons in charge of dealing in securities during the last 3 years:

INFORMATION IN RELATION TO THE PREVENTION OF MONEY LAUNDERING ACT, 2002

Funds Detail	Do you intend to invest in the stock/commodity market with : ☐ Own Funds ☐ Borrowed Funds
	Is the Entity Non Profit Origination ☐ Yes ☐ No

DEALINGS THROUGH OTHER STOCK BROKERSIf you are dealing with any other stock / commodity broker / Authorised Person, provide the following details:
(in case dealing with multiple stock / commodity brokers / Authorised Person, provide details of all)

Name of Stock broker		Client Code	
Name of Authorised Person		Exchange	
Details of disputes/dues pending from/to such Stock broker / Authorised Person _____			

DEALINGS THROUGH REGISTERED AUTHORISED PERSON

If you are dealing through MOFSL Authorised Person, provide the following details:

SEBI / Exchange Registration No.	
Authorised Person Name	
Registered office	
Address	
Contact Details : Website	
Phone No.	
Fax No.	

INTRODUCER DETAILS (optional)

Name of the Introducer	
Address	
Status of the Introducer	☐ Remisier ☐ Authorised Person ☐ Existing Client ☐ Others _____
Signature of the Introducer	Phone No.:

FATCA / CRS DECLARATION / SELF CERTIFICATION FOR INDIVIDUAL

	First/Sole Holder	Second Holder (if any)	Third Holder (if any)
Country of birth is any country other than India.	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Residence for Tax purposes in jurisdictions(s) outside India	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Citizenship of any country other than India	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Address or Telephone number outside india	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

Note: If your answer to any of the above questions is 'YES', please fill the declaration of FATCA / CRS given on page no. 33 of the form.

- I) If your answer to any of the above questions is 'YES' OR In case of NRI Account, Please fill FATCA / CRS DECLARATION given below.
- II) If your answer to all the above questions is 'NO', then strike off the FATCA / CRS DECLARATION
- III) In any of the above scenario, customer is required to affix their signature at the end of the FATCA / CRS DECLARATION.

Subject to applicable Laws, I / We hereby give consent to share my information with domestic / overseas regulators or tax authorities wherever necessary. I/We hereby declare and confirm that the details given above are true and correct. Further I /We would like to state that in future if there is any change in my/our tax status (i.e. if I / we become tax resident of any other country other than India) then the same will be informed to MOFSL and FATCA / CRS Declaration will be submitted to you immediately.

Running Account Authorization (Voluntary)

Authorization to maintain running account	☐ Yes ☐ No
If Yes, Settlement of Funds	☐ Monthly ☐ Quarterly

(For detailed terms and conditions relating to Running Account Authorization, kindly refer Voluntary Document.)

KYC Consent for Third Party

I/We hereby provide consent to share my KYC information with third party product providers. ☐ Yes ☐ No

(For detailed Terms and conditions relating to sharing of KYC information, kindly refer Voluntary Document)

Client Categorisation

Pls select () on the below appropriate category depending upon your proposed nature of your activity against each product type.

Commercial - ☐	Non Commercial - ☐
Product type	Product type
Bullion - ☐	Bullion - ☐
Base Metals - ☐	Base Metals - ☐
Energy - ☐	Energy - ☐
Agri-Commodities - ☐	Agri-Commodities - ☐

1. COMMERCIAL: Commercial Client includes Value Chain/ Physical market participant/ exporter/ importer/ having direct/ indirect Exposure to the underlying Commodity
2. NON-COMMERCIAL: Non Commercial Client includes Trader/ Arbitrageur

CLIENT CATEGORISATION - COMMODITY WISE

The Customer is required to select appropriate category depending upon their proposed nature of activity against each commodity type. Please fill "COMMODITY CLIENT CATEGORISATION" declaration given below:

I / We further confirm that in case of any change in this categorisation, I / we shall update the same with MOFSL and I / We understand that you may be required to disclose the same to Exchanges.

Contract / Commodity	FARMER / FARMER PRODUCER ORGANISATION (FPO)	Value chain participants VCPs/ Hedger	Others	Domestic financial institutional investors	Foreign participants
AGRIDEX					
ALMOND					
ALUMINIUM					
BAJRA					
BARLEY					
BRASS					
CARDAMOM					
CASTOR SEED					
CHANA					
COPPER					
CORIANDER/ DHANIYA					
COTTON					
COTTONSEED OIL CAKE AKOLA					
CPO - CRUDE_PALM_OIL					
CRUDE OIL					
GOLD					
GUARGUM					
GUARSEED					
GUAREX					
GUMSYOIL					

GUR					
HIPROSOYBEANMEAL					
JEERA					
KAPAS					
LEAD					
MAIZE					
MCXBULLDEX					
MCXMETLDEX					
MENTHA OIL					
MOONG					
NATURAL GAS					
NICKEL					
PADDY_BASMATI					
PEPPER					
RAPE_MUSTARD_SEEDS					
RBDPMOLEIN					
RUBBER					
SESAMESEED					
SILVER					
SOY_OIL					
SOYABEAN					
SOYDEX					
STEEL					
SUFIBLT					
SUGARM					
TURMERIC					
WHEATKOTA					
ZINC					
ENERGY INDEX FUTURES					

Yours faithfully,

Client's Signature	
	11/21
Client Name	

FOR NEW CDSL DEMAT ACCOUNT WITH MOFSL (All Holders should be major i.e. more than 18 years of age)

I/We request you to open a demat account in my/ our name as per following details:-

Holders Details

Sole / First Holder's Name		PAN
		AADHAR No
		UCC
		Exchange Name & ID
Second Holder's Name		PAN
		AADHAR NO.
Third Holder's Name		PAN
		AADHAR NO.

Type of account in DP (Please ✓ whichever is applicable)

Status	Sub-Status
☐ Individual	☐ Individual Resident ☐ Individual Director ☐ Individual Promoter ☐ Individual Directors Relative ☐ Individual Margin Trading A/c (MANTRA) ☐ Other (specify)
☐ NRI	☐ NRI - Non Repatriable ☐ NRI Repatriable ☐ NRI - Depository Receipts ☐ NRI - Non Repatriable Promoter ☐ NRI Repatriable Promoter ☐ Other (specify)
☐ Foreign National	☐ Foreign National ☐ Foreign National - Depository Receipts ☐ Other (specify)
☐ Qualified Foreign Investor	☐ Foreign Individual - QFI (MF)

DP FACILITIES

A/c Statement Requirement ☐ As per SEBI Regulation ☐ Daily ☐ Weekly ☐ Fortnightly ☐ Monthly

I / We instruct the DP to receive each and every credit in my / our account ☐ Yes ☐ No

(If not marked, the default option would be `Yes')

To Register for **easi**, please visit website www.cdslindia.com ☐ Yes ☐ No

MODE OF OPERATION FOR EXECUTION OF TRANSACTIONS (Transfer, Pledge & Freeze)

☐ Jointly	☐ Anyone of the Holder
Consent for Communication to be received by first account holder/ all Account holder: (Tick the applicable box. If not marked the default option would be first holder.	
☐ First Holder	☐ All Holder
	☐ Second Holder
	☐ Third Holder
Easi	To register for easi, please visit our website www.cdslindia.com . Easi allows a BO to view his ISIN balances, transactions and value of the portfolio online.

I/We request you to send Electronic Transaction cum holding Statement at the Email ID..... ☐ Yes ☐ No

I/We wish to receive dividend / interest directly in to my bank account given below through ECS? ☐ Yes ☐ No

(If not marked, the default option would be `Yes') [ECS is mandatory for locations notified by SEBI from time to time]

I/ We would like to instruct DP to accept all the pledge instructions in my/our account without any other further instruction from my/ our end. ☐ Yes ☐ No

(If not marked, the default option would be "No")

I/ We would like to share the email id with the RTA. ☐ Yes ☐ No

I/ We would like to receive the Annual Report : ☐ Physical ☐ Electronic ☐ Both physical and Electronic
 You will be receiving Consolidated Account Statement (CAS) in Electronic form, if you wish to receive CAS in Physical form or do not wish to receive the same, kindly contact your DP 8
 (Tick the applicable box, if not marked the default option would be in physical)
 Clearing Member Details (To be filled by CMs only)

Name of Stock Exchange			
Name of CC/ CH			
Clearing Member ID		Trading Member ID :	
SMS Alert Facility (Refer Terms and conditions Annexure- 2.4)	Mobile No. same as mentioned on KRA Page (Mandatory, if you are giving Power Of Attorney (POA) (If POA is not granted & you do not wish to avail of this facility, cancel this option)		

Terms And Conditions-cum-Registration / Modification Form for receiving SMS Alerts from CDSL

[SMS Alerts will be sent by CDSL to BOs for all debits and for all credits as well.]

Definitions:

In these Terms and Conditions the terms shall have following meaning unless indicated otherwise:

1. "Depository" means Central Depository Services (India) Limited a company incorporated in India under the Companies Act 1956 and having its registered office at 17th Floor, P.J. Towers, Dalal Street, Fort, Mumbai 400001 and all its branch offices and includes its successors and assigns.
2. 'DP' means Depository Participant of CDSL. The term covers all types of DPs who are allowed to open demat accounts for investors.
3. 'BO' means an entity that has opened a demat account with the depository. The term covers all types of demat accounts, which can be opened with a depository as specified by the depository from time to time.
4. SMS means "Short Messaging Service"
5. "Alerts" means a customized SMS sent to the BO over the said mobile phone number.
6. "Service Provider" means a cellular service provider(s) with whom the depository has entered / will be entering into an arrangement for providing the SMS alerts to the BO.
7. "Service" means the service of providing SMS alerts to the BO on best effort basis as per these terms and conditions.

Availability:

1. The service will be provided to the BO at his / her request and at the discretion of the depository. The service will be available to those account holders who have provided their mobile numbers to the depository through their DP. The services may be discontinued for a specific period / indefinite period, with or without issuing any prior notice for the purpose of security reasons or system maintenance or for such other reasons as may be warranted. The depository may also discontinue the service at any time without giving prior notice for any reason whatsoever.
2. The service is currently available to the BOs who are residing in India.
3. The alerts will be provided to the BOs only if they remain within the range of the service provider's service area or within the range forming part of the roaming network of the service provider.
4. In case of joint accounts and non-individual accounts the service will be available, only to one mobile number i.e. to the mobile number as submitted at the time of registration / modification.
5. The BO is responsible for promptly intimating to the depository in the prescribed manner any change in mobile number, or loss of handset, on which the BO wants to receive the alerts from the depository. In case of change in mobile number not intimated to the depository, the SMS alerts will continue to be sent to the last registered mobile phone number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of SMS alerts sent on such mobile number.

Receiving Alerts:

1. The depository shall send the alerts to the mobile phone number provided by the BO while registering for the service or to any such number replaced and informed by the BO from time to time. Upon such registration / change, the depository shall make every effort to update the change in mobile number within a reasonable period of time. The depository shall not be responsible for any event of delay or loss of message in this regard.
2. The BO acknowledges that the alerts will be received only if the mobile phone is in 'ON' and in a mode to receive the SMS. If the mobile phone is in 'Off' mode i.e. unable to receive the alerts then the BO may not get / get after delay any alerts sent during such period.

3. The BO also acknowledges that the readability, accuracy and timeliness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. The depository shall not be responsible for any non -delivery, delayed delivery or distortion of the alert in any way whatsoever.
4. The BO further acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and/ or inaccuracy. In case the BO observes any error in the information provided in the alert, the BO shall inform the depository and/ or the DP immediately in writing and the depository will make best possible efforts to rectify the error as early as possible. The BO shall not hold the depository liable for any loss, damages, etc. that may be incurred/ suffered by the BO on account of opting to avail SMS alerts facility.
5. The BO authorizes the depository to send any message such as promotional, greeting or any other message that the depository may consider appropriate, to the BO. The BO agrees to an ongoing confirmation for use of name, email address and mobile number for marketing offers between CDSL and any other entity.
6. The BO agrees to inform the depository and DP in writing of any unauthorized debit to his BO account/ unauthorized transfer of securities from his BO account, immediately, which may come to his knowledge on receiving SMS alerts. The BO may send an email to CDSL at complaints@cdslindia.com. The BO is advised not to inform the service provider about any such unauthorized debit to/transfer of securities from his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.
7. The information sent as an alert on the mobile phone number shall be deemed to have been received by the BO and the depository shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert.
8. The depository will make best efforts to provide the service. The BO cannot hold the depository liable for non -availability of the service in any manner whatsoever.
9. If the BO finds that the information such as mobile number etc., has been changed with out proper authorization, the BO should immediately inform the DP in writing.

Fees:

Depository reserves the right to charge such fees from time to time as it deems fit for providing this service to the BO.

Disclaimer:

The depository shall make reasonable efforts to ensure that the BO's personal information is kept confidential. The depository does not warrant the confidentiality or security of the SMS alerts transmitted through a service provider. Further, the depository makes no warranty or representation of any kind in relation to the system and the network or their function or their performance or for any loss or damage whenever and howsoever suffered or incurred by the BO or by any person resulting from or in connection with availing of SMS alerts facility. The Depository gives no warranty with respect to the quality of the service provided by the service provider. The Depository will not be liable for any unauthorized use or access to the information and/ or SMS alert sent on the mobile phone number of the BO or for fraudulent, duplicate or erroneous use/ misuse of such information by any third person.

Liability and Indemnity:

The Depository shall not be liable for any breach of confidentiality by the service provider or by any third person due to unauthorized access to the information meant for the BO. In consideration of the depository providing the service, the BO agrees to indemnify and keep safe, harmless and indemnified the depository and its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever which a depository may at any time incur, sustain, suffer or be put to as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service by the BO.

Amendments:

The depository may amend the terms and conditions at any time with or without giving any prior notice to the BOs. Any such amendments shall be binding on the BOs who are already registered as user of this service.

Governing Law and Jurisdiction:

Providing the Service as outlined above shall be governed by the laws of India and will be subject to the exclusive jurisdiction of the courts in Mumbai.

I/We wish to avail the SMS Alerts facility provided by the depository on my/our mobile number provided in the registration form subject to the terms and conditions mentioned below. **I/ We consent to CDSL providing to the service provider such information pertaining to account/transactions in my/our account as is necessary for the purposes of generating SMS Alerts by service provider, to be sent to the said mobile number.**

I/We have read and understood the terms and conditions mentioned above and agree to abide by them and any amendments thereto made by the depository from time to time. I/ we further undertake to pay fee/ charges as may be levied by the depository from time to time.

I / We further understand that the SMS alerts would be sent for a maximum four ISINs at a time. If more than four debits take place, the BOs would be required to take up the matter with their DP.

I/We am/ are aware that mere acceptance of the registration form does not imply in any way that the request has been accepted by the depository for providing the service.

I/We provide the following information for the purpose of REGISTRATION / MODIFICATION (Please cancel out what is not applicable).

BOID

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

(Please write your 8 digit DP ID) (Please write your 8 digit Client

ID)

Sole / First Holder's Name : _____

Second Holder's Name : _____

Third Holder's Name : _____

Mobile Number on which messages are to be sent (AS PER CKYC PAGE)

The mobile number is registered in the name of: _____

Email ID: (AS PER CKYC PAGE)

	First/Sole Holder	Second Holder	Third Holder
* Name			
* Signature	12/21		

Place: _____

Date: _____

Option for Issue of DIS Booklet

I/We hereby state that

☐ **Option 1 :** I / We require you to issue Delivery Instruction Slip (DIS) booklet to me/us immediately on opening of my / our CDSL account though I / we have issued a DDPI/registered for eDIS/executed PMS agreement in favour of/with _____ (name of the attorney/Clearing Member/PMS manager) for executing delivery instructions for settling stock exchange trades [settlement related transactions] effected through such Power of Attorney holder -Clearing Member / by PMS manager/ for executing delivery instructions through eDIS.

Or

☐ **Option 2 :** I / We do not require the Delivery Instruction Slip (DIS) booklet for the time being, since I/We have issued a DDPI/registered for eDIS/executed PMS agreement in favour of / with _____ (name of the attorney / Clearing Member/PMS manager) for executing delivery instructions for settling stock exchange trades [settlement related transactions] effected through such Power of Attorney Holder - Clearing Member/by PMS manager or for executing delivery instructions through eDIS. However, the Delivery Instruction Slip (DIS) booklet should be issued to me / us immediately on my/our request at any later date.

DECLARATION

- I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.
- I / We confirm having read / been explained and understood the contents of the tariff sheet and all voluntary / non mandatory documents & policy & procedures.
- I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s), 'Risk Disclosure Document' and Do's and Dont's. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on stock broker's designated website, if any.
- I/We have received and read the Rights and Obligations document and terms & conditions and agree to abide by and be bound by the same and by the bye laws as are in force from time to time. I /We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/We agree and undertake to intimate MOFSL any change(s) in the details / particulars mentioned by me / us in this form. I/We further agree that any false / misleading information given by me / us or suppression of any material information will render my account liable for termination and suitable action.

Sign to be use for cropping	Client Signature	13/21		
	Client Name	1 st holder	2 nd holder	3 rd holder

**ACCOUNT
OPENING
FORM
(INDIVIDUALS)**

NSDL

1

APPLICATION FORM FOR OPENING A DEPOSITORY ACCOUNT

Participant Name (DP ID ____) Address (Pre-printed)					Client-ID (To be filled by Participant)																
I/We request you to open a depository account in my/our name as per the following details: (Please fill all the details in CAPITAL LETTERS only)												Date		D	D	M	M	Y	Y	Y	Y
A) Details of Account holder(s):																					
Account holder(s)		Sole/ First Holder						Second Holder						Third Holder							
Name																					
PAN																					
Occupation (please tick any one and give brief details)		☐ Private Sector		☐ Agriculturist		☐ Private Sector		☐ Agriculturist		☐ Private Sector		☐ Agriculturist									
		☐ Public Sector		☐ Retired		☐ Public Sector		☐ Retired		☐ Public Sector		☐ Retired									
		☐ Government Service		☐ Housewife		☐ Government Service		☐ Housewife		☐ Government Service		☐ Housewife									
		☐ Business		☐ Student		☐ Business		☐ Student		☐ Business		☐ Student									
		☐ Professional		☐ Others (Please specify; _____)		☐ Professional		☐ Others (Please specify; _____)		☐ Professional		☐ Others (Please specify; _____)									
Brief details:																					
B) For Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., although the account is opened in the name of the natural persons, the name & PAN of the Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned below:																					
a) Name								b) PAN													
C) Type of account																					
☐ Ordinary Resident		☐ NRI -Repatriable						☐ NRI -Non Repatriable													
☐ Qualified Foreign Investor		☐ Foreign National						☐ Promoter													
☐ Margin		☐ Others (Please specify) _____																			
D) Gross Annual Income Details																					
Income Range per annum (please tick any one)																					
☐ Below ₹ 1 lac				☐ ₹ 1- 5 lac				☐ ₹ 5- 10 lac													
☐ ₹ 10- 25 lac				☐ More than ₹ 25 lac																	
E) In case of NRIs/ Foreign Nationals																					
RBI Approval Reference Number																					
RBI Approval date						D	D	M	M	Y	Y	Y	Y								
F) Bank details																					
1	Bank account type ☐ Savings Account ☐ Current Account ☐ Others (Please specify) _____																				
2	Bank Account Number																				
3	Bank Name																				

4	Branch Address												
		City/town/village				PIN Code							
		State				Country							
5	MICR Code												
6	IFSC												
G)	Please tick, if applicable: ☐ Politically Exposed Person (PEP) ☐ Related to a Politically Exposed Person (PEP)												
H)	Standing Instructions												
1	I/We authorise you to receive credits automatically into my/our account.								☐ Yes ☐ No				
2	Account to be operated through Power of Attorney (PoA)								☐ Yes ☐ No				
3	Account to be operated through Demat Debit and Pledge Instruction (DDPI)								☐ Yes ☐ No				
4	SMS Alert facility: [Mandatory if you are giving Power of Attorney (PoA/DDPI). Ensure that the mobile number is provided in KYC Application Form]												
	Sr. No.	Holder						Yes	No				
	1	Sole/First Holder						☐	☐				
	2	Second Holder						☐	☐				
	3	Third Holder						☐	☐				
5	Mode of receiving Statement of Account [Tick any one]	☐ Physical Form											
		☐ Electronic Form [Read Note 3 and ensure the email ID is provided in KYC Application Form]											
6	For Joint accounts, communication to be sent to (See Note 7)	☐ First Holder ☐ All joint account holders											
I)	Guardian Details (where sole holder is a minor) [For account of a minor, two KYC Application Forms must be filled i.e. one for the guardian and another for the minor (to be signed by guardian)]												
	Guardian Name												
	PAN												
	Relationship of guardian with minor												
J)	Nomination Option (Refer Note 8 for Joint Accounts)												
	☐ I/We wish to make a nomination. [Details are provided in Nomination Form Prescribed by SEBI]						☐ I/We wish to opt out of a nomination. [Declaration Form opting out of nomination as prescribed by SEBI]						
K)	Mode of Operations for Joint Accounts												
	☐ Jointly ☐ Anyone of the holder or survivor(s)												
	If Mode of Operation for Joint Account is chosen as anyone of the holder or survivor(s), only specified operations such as transfer of securities including Inter-Depository Transfer, pledge / hypothecation / margin pledge / margin re-pledge (creation, closure and invocation and confirmation thereof as applicable) of securities and freeze/unfreeze of account and / or securities and / or specific number of securities will be permitted.												

Name(s) of holder(s)		Signature(s) of holder
Sole/ First Holder / Guardian (in case sole holder is minor) (Mr./Ms.)		
Second Holder (Mr./Ms.)		
Third Holder (Mr./Ms.)		

Notes :

1. All communication shall be sent at the address of the Sole/First holder only.
2. Thumb impressions must be attested by witness or a Magistrate or a Notary Public or a Special Executive Magistrate
3. Signatures other than English or Hindi or any of the other language not contained in the 8th Schedule of the Constitution of India must be attested by a Magistrate or a Notary Public or a Special Executive Magistrate.
4. The nomination and Declaration form may be signed using e-Sign facility or wet signature and in these cases, witness will not be required.
5. For receiving Statement of Account in electronic form:
 - I. Client must ensure the confidentiality of the password of the email account.
 - II. Client must promptly inform the Participant if the email address has changed.
 - III. Client may opt to terminate this facility by giving 10 days prior notice. Similarly, Participant may also terminate this facility by giving 10 days prior notice.
6. In case of joint account, on death of any of the joint account holders, the surviving account holder(s) has to inform Participant about the death of account holder(s) with required documents for deletion of name of the deceased account holder(s) in the demat account.
7. In case if 'first holder' is selected, the communication will be sent as per the preference mentioned at Sr. No. 5. In case 'All joint account holders' is opted, communication to first holder will be sent as per the preference mentioned at Sr. No. 5 and communication to other holders will be in electronic mode. The default option will be communication to 'first holder', if no option selected.
8. In case of joint account, the option to select 'Choice of Nomination' i.e. I/We wish to make a nomination or I/We wish to opt out of a nomination is not mandatory.
9. Strike off whichever is not applicable.

=====

Option for Issue of DIS Booklet

I/We hereby state that

☐ **Option 1 :** I / We require you to issue Delivery Instruction Slip (DIS) booklet to me/us immediately on opening of my / our NSDL account though I / we have issued a DDPI/registered for eDIS/executed PMS agreement in favour of/with _____ (name of the attorney/Clearing Member/PMS manager) for executing delivery instructions for settling stock exchange trades [settlement related transactions] effected through such Power of Attorney holder -Clearing Member / by PMS manager/ for executing delivery instructions through eDIS.

Or

☐ **Option 2 :** I / We do not require the Delivery Instruction Slip (DIS) booklet for the time being, since I/We have issued a DDPI/registered for eDIS/executed PMS agreement in favour of / with _____ (name of the attorney / Clearing Member/PMS manager) for executing delivery instructions for settling stock exchange trades [settlement related transactions] effected through such Power of Attorney Holder - Clearing Member/by PMS manager or for executing delivery instructions through eDIS. However, the Delivery Instruction Slip (DIS) booklet should be issued to me / us immediately on my/our request at any later date.

=====

DECLARATION

The rules and regulations of the Depository and Depository Participants pertaining to an account which are in force now have been read by me/us and I/we have understood the same and I/we agree to abide by and to be bound by the rules as are in force from time to time for such accounts. I/we hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/ we are aware that I/we may be held liable for it. In case non-resident account, I/we also declare that I/we have complied and will continue to comply with FEMA regulations. I/we acknowledge the receipt of copy of the document, "Rights and Obligations of the Beneficial Owner and Depository Participant".

Sign to be use for cropping	Client Signature			
	Client Name	1 st holder	2 nd holder	3 rd holder

Annexure-A
Format for providing Nomination for Demat Account and MF Folios
Mandatory Details



Date:	UCC																																					
	*DP ID (CDSL)																			Client ID																		
	*DP ID (NSDL)																				Client ID																	

1. I/We wish to make a nomination. [As per details given below]

Details	1st Nominee	2nd Nominee	3rd Nominee
1 Name of the nominee(s) (Mr./Ms.)*			
2 Relationship With the Applicant (If Any)			
3 Date of Birth {in case of minor nominee(s)}			

2. I want the following nomination details to be printed in the account / holding statements (tick one of the boxes below):

- ☐ Name of the Nominee(s)
☐ Whether nomination given: Yes / No (not name of the nominee)

3. Optional details of nomination:

Details	1st Nominee	2nd Nominee	3rd Nominee
a) % Share of nominee** (equal share if % is not specified)	%	%	%
b) Mobile of nominee*** (Please note that the DP / MF RTA will be able to reach out to your nominee if you provide the contact details)			
c) Email ID of nominee*** (Please note that the DP / MF RTA will be able to reach out to your nominee if you provide the contact details)			
d) Specify Personal identifier document ● Aadhaar (last four digit), PAN, Driving Licence, Passport ***			

**Any odd lot after division shall be transferred to the first nominee mentioned in the form.

*** The aforesaid details shall be optionally provided for the Guardian, in case of nominee is a minor.

4. Signature:

Name(s) of Holder(s)	Signature(s) of holder****	
Sole / First Holder (Mr./Ms.)		15/21
Second Holder (Mr./Ms.)		
Third Holder (Mr./Ms.)		

****If nomination is submitted:

- **Online:** Validate through Digital Signature Certificate or Aadhaar-based e-sign or by using any other e-sign facility recognized under Information Technology Act, 2000 or two factor authentication (2FA) in which one of the factors shall be a One-Time Password (OTP) sent to the registered mobile number and email address.
- **Physical / Offline:** Wet signature (signature of witness shall not be required). However, if thumb impression (instead of wet signature) is affixed, then the same shall be witnessed by two persons and details of such witnesses (name and address) shall be duly provided in this form.

Note:

- Investors can provide, changes or cancel nominations any number of times.
- The signature of all the joint holders shall be obtained for providing / changing nomination regardless of mode of operations.
- This nomination shall supersede any prior nomination made by the investor(s), if any. Investors can change nomination any number of times.
- Investor have the right to receive acknowledgment of the nomination form for each instance of nomination / subsequent change.

Annexure-B

Declaration for Opting-out of Nomination

I hereby confirm that I do not wish to appoint any nominee(s) to my Demat account/mutual fund folio at this point of time.

I understand that –

- (i) The nomination helps to quickly identify the person for transfer of securities and helps in faster and smoother transmission of my securities to my legal heir(s) after my demise.
- (ii) In the absence of a nomination, my legal heir(s) may require the submission of certain additional legal or court-issued documents which may delay the process of transmission of securities to my legal heir(s).
- (iii) If no claim is made on the account / folio for a prolonged period after my demise, the holdings may be treated as unclaimed assets and they may be transferred to Investor Education and protection Fund Authority (IEPF) in accordance with the applicable regulatory framework.

I confirm that I have understood the above implications and that my decision to opt out of nomination is voluntary.

Name(s) of Holder(s)		Signature(s) of Holder / Thumb Impression	Signature of two Witnesses*	Name of Witness & Address (wherever applicable)*
Sole/First Holder (Mr./Ms.)				
Second Holder (Mr./Ms.)				
Third Holder (Mr./Ms.)				

Motilal Oswal Financial Services Ltd. DP TARIFF SHEET					
Scheme Particulars	☐ TRX17	☐ TRX5YR17	☐ AMC17	☐ LIFETIME19	☐ AMC19
	TRX Scheme	5 Year TRX Scheme	AMC Scheme	AMC Scheme	AMC Scheme
Trx Charges towards shares sold Within MOFSL	Rs. 35 or 0.035% (whichever is higher)	Rs. 20/- or 0.025% (Whichever is higher)	NIL	Rs. 20/-	Rs. 30 or 0.03% (whichever is higher)
Off market Transfer within MOFSL	Rs. 40 or 0.040% (whichever is higher)	Rs. 30 or 0.040% (whichever is higher)	Rs. 30 or 0.030% (whichever is higher)	Rs. 40/-	Rs. 40 or 0.04% (whichever is higher)
Off market Transfer outside MOFSL	Rs. 40 or 0.040% (whichever is higher)	Rs. 40 or 0.040% (whichever is higher)	Rs. 40 or 0.040% (whichever is higher)	Rs. 40/- or 0.040% (whichever is higher)	Rs. 40 or 0.04% (whichever is higher)
Common Tariff applicable to all Scheme					
Dematerialisation	Rs.100/- per request +Rs.50/- per certificate				
Rematerialisation	Rs.35/- per certificate or per 100 shares and part there of which ever is higer and Rs.25/- per Restate of Statement of Account/Redemption				
Pledge/ Unpledge/ Closure/Invocation	Rs.35/- per Pledge Instruction				
1. Except for the month of April, an amount of Rs. 250/- (non adjustable / Non refundable) will be charged for each scheme change request. The new scheme will be applicable from the day on which the scheme is changed without adjustment of previous bills. 2. The first year, AAC and AMC will be charged on pro rata basis from the month of account opening. Subsequently, it will be charged annually in the month of April for next financial year. For Corporate Accounts additional Rs.500/- P.A. will be charged towards CDSL/NSDLAMC** in all the scheme. 3. In case the account is closed during the year, AMC for the remaining quarter ending upto December will be refunded to the client. However, AAC charges will not be refunded. 4. Margin Pledge/CUSPA Pledge/Unpledge/Confiscate charges – Upto Rs 25/- Per ISIN. Any securities transfer from CUSPA Account w.r.t trades executed by the client will be subject to applicable transaction charges as mentioned in tariff. 5. Stamp Duty on off market transactions where consideration is involved will be levied as applicable from time to time. 6. Rs. 100/- will be charged to client for new DIS book. 7. Rs. 50/- will be charged toward per Demat / Remat rejection case. 8. Upto Rs. 30/- per Inter Settlement pool to pool charges for pay out shares received in MOFSL POOL account will be charged. 9. Rates are subject to revision from CDSL /NSDL. DP reserves the right to ammend the tariff at any given point of time. Goods and Service Tax (GST) will be charged extra as per regulation. 10. There is a facility to avail Annual Report of the Company in Electronic form by submitting email id & opt for the same. You may register your email id in RTA / Company records also by opting for the same. To avail these facilities, you are requested to contact your Branch. 11. Rs. 40/- will be charged in case a client opts for physical contract note or in case electronic contract note mail is bounced and physical contract note is to be sent by MOFSL.					
(Tariff to be continued....)					

EQUITIES & DERIVATIVES TARIFF SHEET

BROKERAGE FOR TRADING ACCOUNT												
Transaction Type	Equity Cash			Equity F&O			Currency			Debt		
	Intraday (First leg)	Intraday (Second leg)*	Delivery	Futures (First Leg)	Futures (Second leg)*	Options	Futures (First Leg)	Futures (Second leg)*	Options	Intraday (First leg)	Intraday (Second leg)*	Delivery
Table No.												
Brokerage Rate (%)												
Min. Brokerage (Rs.)												
OR Value Pack scheme	Amount Validity Months											

MUTUAL FUND TARIFF SHEET

Asset Class (Type)	Liquid	STP	Bond, Debt, Gilt, Hybrid, MIP	Balanced, Equity, Equity(G), Equity(S), FOF
Brokerage Rate	0.05%	0.10%	0.15%	0.50%
OR				
Table No.				
Brokerage Rate (%)				
Min. Brokerage (Rs.)				

Terms and Conditions

Second leg - if squared off on the same day*

- Account Opening charges (Including KRA charges) for Trading Account is Rs. 1000/-

- SEBI Turnover Fees, STT, Goods and Service Tax (GST), Stamp Duty, & Transaction Charges will be levied separately from brokerage as applicable from time to time.

"There will be a broking AMC of Rs. 299/- will be applicable. The broking AMC will be free for first year from date of activation." Administrative charges upto Rs. 3000/- is applicable on annual basis.

Please note that brokerage will be charged at the highest value, which will be derived after considering following criteria:

• Brokerage slab (as mentioned in above Tariff Sheet) • Brokerage per each executed order upto Rs. 50/- per segment.

(Above criteria are subject to maximum rate(s) as prescribed by the regulator(s) from time to time)

The above shall be read in conjunction with paragraph on "Applicable Brokerage rates" as mentioned in Policies & Procedures.

You may check the prevailing brokerage rate applicable to you through your secured client login. You can access to Client login by keying your UCID/ Client code and password through website www.motilaloswal.com. Details of your Secured login will be given in welcome letter send to you upon activation of your account with MOFSL.

Other Charges :	Cash Segment – Maximum of 0.02% on Transaction Value Futures Segment – Maximum of 0.006% on Transaction value Options Segment – Maximum of 0.06% on Transaction Value CDS Futures Segment – Maximum of 0.006% on Transaction value CDS Option segment – Maximum of 0.06% on Transaction Value
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- Other Charges represents a consolidated charge towards providing various value added services such as Trade confirmation SMS, Electronic Account Access, Portfolio Tracker, access to research reports, Market News SMS etc..
- In case of option contracts, other charges shall be charged on transaction value calculated as Premium into Qty executed.

In addition to above, charges levied on account of Cheque Return, Wrong reporting of Cheques, DP Scheme Charges for DIS Re - Issuance, Issue of Duplicate Statements, Interest Charges etc. may be recovered from your account.

Complete details are made available in your secured Client login. You can access to Client login by keying your UCID/ Client code and password through website www.motilaloswal.com.

MOFSL reserves the rights to change the brokerage as well as other tariff from time to time under intimation to client.

(Tariff to be continued....)

(Tariff continued....)

COMMODITY TARIFF SHEET

"MCX, BSE & NSE"	Brokerage	Charge on	Table No.
Futures %		☐ One Side ☐ Both Side	
Options (Rs. Per Lot)		☐ One Side ☐ Both Side	
Delivery %			
NCDEX	Brokerage	Charge on	Table No.
Futures %		☐ One Side ☐ Both Side	
Options (Rs. Per Lot)		☐ One Side ☐ Both Side	
Delivery %			

- SEBI Turnover Fees, CTT, Goods & Service Tax (GST), Stamp Duty, Transaction Charges and other statutory charges will be levied separately from brokerage as applicable from time to time.
- Delivery related charges i.e. Delivery Charges, Warehouse Charges, Vault Charges etc. will be levied separately as per guidelines.
- All Charges levied by Exchange(s) / Regulator(s) will be recovered from your account as applicable.
- In addition to above, Charges levied on account of Cheque Return, Wrong Reporting of Cheque, Issue of Duplicate Statements, Interest Charges etc. may be recovered from your account as applicable.

Please note that in Commodity Derivative Segment brokerage will be charged at the highest value, which will be derived after considering following criteria:

- Brokerage slab (as mentioned in above Tariff Sheet)
- For Commodity derivative trades, brokerage up to Rs. 50 for each executed order

(Above criteria are subject to maximum rate(s) as prescribed by the regulator(s) from time to time)

The above shall be read in conjunction with paragraph on "Applicable Brokerage rates" as mentioned in Policies & Procedures.

You may check the prevailing brokerage rate applicable to you through your secured client login. You can access to Client login by keying your UCID / Client code and password through website www.motilaloswal.com. Details of your Secured login will be given in welcome letter send to you upon activation of your account with MOFSL.

MOFSL reserves the rights to change the Brokerage as well as other tariff from time to time under intimation to client. You may check the prevailing brokerage rate applicable to you through your secured client login.

Complete Details of above charges are made available in your secured client login.

You can access to Client login by Keying your UCID / Client Code and password through our website: www.motilaloswal.com. Details of your secured login will be given in Welcome Letter / email send to you upon activation of your account with MOFSL.

Signed for and on behalf of	1st Holder Signature	2nd Holder Signature	3rd Holder Signature
Signature	16/21		

VOLUNTARY DOCUMENT
Demat Debit and Pledge Instruction (DDPI) Authorisation

Date:

To,
Motilal Oswal Financial Services Limited

Dear Sir/Madam,

Sub: Demat Debit and Pledge Instruction (DDPI) Authorisation

CDSL - 1 2 0 1 0 9

NSDL - I N 3 0 1 8 6 2

I/We, hereby explicitly agree and give consent to authorize **Motilal Oswal Financial Services Limited (MOFSL)**, to access Beneficial Owner (BO) Account as per details given above for following purposes: Accordingly, I/We hereby, authorize MOFSL to do the following:

S.No.	Purpose	Signature of First Holder	Signature of Second Holder	Signature of Third Holder
1	Transfer of securities held in the beneficial owner accounts of mine / us (clients) towards Stock Exchange related deliveries / settlement obligations arising out of trades executed by me / us (clients) on the Stock Exchange through Motilal Oswal Financial Services Limited	Signature 	Signature 	Signature 
2	Pledging / re-pledging of securities in favour of Motilal Oswal Financial Services Limited / Clearing Member (CM) / Clearing Corporations (CC) for the purpose of meeting margin requirements of the clients in connection with the trades executed by me/us (the clients) on the Stock Exchange.	Signature 	Signature 	Signature 
3	Mutual Fund transactions being executed on Stock Exchange order entry platforms	Signature 	Signature 	Signature 
4	Tendering shares in open offers through Stock Exchange platforms	Signature 	Signature 	Signature 

Kindly further note that I/we am/are entitled to revoke this authorisation at any time, after sending the revocation letter at your correspondence office to enable you to make necessary changes. I/We hereby confirm that such revocation shall not affect my/our obligations outstanding at the time of such revocation and the authority granted hereunder shall continue until all transactions and instructions already executed or issued towards MOFSL have been settled.

The demat account details of MOFSL/Clearing Members/Clearing Corporations/Exchanges, where client shares / commodities can be transferred / Pledged / Repledged for above purpose is mentioned in **Schedule - 1**

*The same may be e-signed or signed physically.

Clauses mentioned in DDPI document shall be valid from the date as specified by Regulator from time to time.

Schedule - 1

The demat account details of MOFSL/Clearing Members/Clearing Corporations/Exchanges, where client shares / commodities can be transferred / Pledged / Repledged for above purpose is mentioned below:

For Securities:

Demat Account Number	Account Type
1201090016192023	MOFSL - TM/CM – Client Securities Margin Pledge Account (CMPA)
IN30186210004894	MOFSL - TM/CM – Client Securities Margin Pledge Account (CMPA)
1201090037295463	MOFSL - TM/CM – Client Securities Margin Pledge Account (CMPA)
IN30 186210031759	MOFSL-TM/CM – Client Securities Margin Pledge Account (CMPA)
IN302978 10597336	MOFSL - TM/CM – Client Securities Margin Pledge Account (CMPA)
1201090016192019	MOFSL - Client Securities Margin Funding Account (CMFA)
IN30186210004909	MOFSL - Client Securities Margin Funding Account (CMFA)
1100001000024341	ICCL Pledge / Repledge Account
IN00115010000053	ICCL Pledge / Repledge Account
1100001100020926	NCL Pledge / Repledge Account
IN00100210009132	NCL Pledge / Repledge Account
1201090037254857	CLIENT NODAL MFOS ACCOUNT
IN30186210025212	CLIENT NODAL MFOS ACCOUNT

Demat Account Number	Account Type
12010900 37205769	Clients Unpaid Securities Pledge Account (CUSPA)
IN301862 10018684	Clients Unpaid Securities Pledge Account (CUSPA)
1100001000012619	Early Payin Account
1100001100015975	Early Payin Account
1100002300001416	Early Payin Account
1201090000000116	Pool Account
1201090000003024	Pool Account
IN30186210000006	Pool Account
IN30186210000022	Pool Account
1201090034931491	Pool Account

For Commodities :

Demat Account Number	Account Type
100559300000027	CCRL Pool Account
M110005010000017	Comris Pool Account
100559300000050	CCRL Pool Account
100559300000068	CCRL Pool Account
100559300000076	CCRL Pool Account
2BNF00000027167	NERL Client Collateral Account
IN00118410000012	MCXCCL Pledge / Repledge Account
1100002200000211	MCXCCL Pledge / Repledge Account
IN00117610000029	NCCL Pledge / Repledge Account
1100002100002645	NCCL Pledge / Repledge Account
M110005010000146	MOFSL – TM/CM – Client Securities Margin Pledge Account (CMPA)
M110005010000147	MOFSL – TM/CM – Client Securities Margin Pledge Account (CMPA)

VOLUNTARY CLAUSES (TERMS AND CONDITIONS)

In addition to the 'Rights and obligations' document, the Client and MOFSL have agreed to the following voluntary terms and conditions contained in this Annexure A to ensure smooth functioning of the operations in the course of trading/investing in securities by the Client through MOFSL.

1. The Client is informed that Motilal Oswal Financial Services Limited do carry Proprietary trading.
2. The Client agrees that he / she / it has been made aware / read, understood and accept the prevailing RMS Policy / all other policies / procedures / information / instructions of MOFSL and further shall keep himself/herself / itself, updated of any future RMS policy, all other policies / procedures / information / instructions that may be issued from time to time from the broker. The Client shall also access the RMS Policy, all other policies / procedures/information/instructions from the MOFSL Website from time to time. MOFSL may send any necessary communications to the client on their registered email address MOFSL may modify the terms or any additional terms that to reflect changes to the law or changes to our policies / procedures etc. The client should look at the terms regularly. The client should access his/her account regularly. Changes addressing new functions for policies / procedures will be reflected in clients account login id and will be effective from the date of such change which are made for legal reasons & and will be effective immediately.
3. The Client hereby agrees and understands that in case of any noncompliance and /or default by the Client such as cheque bouncing, client code modification, margin shortage, UCC violation, price rigging or for any other matters as may be decided by MOFSL from time to time, without prejudice to MOFSL's other rights, MOFSL may levy charges/penalty(ies) on the client and debit such charges / penalty(ies) in the client account which has been imposed by Regulatory Authorities. Margin shortfall penalty as well as any other penalty levied by Exchange(s) / Regulators shall be recovered from the client as per prevailing regulatory guidelines from time to time.
4. The Client agrees that MOFSL will not be responsible for partial execution of orders placed by the Client. The Client also agrees that all orders placed by him shall be treated as orders for that particular session only. In case the Client wants the orders to be carried forward or extended for the day or for more number of days he shall communicate the same to MOFSL.
5. Suspension/deactivation of trading activities for Non-payment of amounts due from the Client including margin money. The Client is aware that the Client is required to make full payment to MOFSL for the execution of the contract on the day of execution of trade. The Client explicitly agrees and authorizes MOFSL to suspend/deactivate his/her accounts for non payment of the above stated dues and such other amounts as may be due from the Client from time to time with prior notice or under intimation to the client.
6. Digitally signed Contract Notes / Statement of Accounts / Client Registration Documents: The Client hereby agrees and permits MOFSL to provide digitally signed contract notes through internet (web-based) and agrees as under:
 - (i) The client agrees to receive from MOFSL the ledgers, transaction statements, bills or other Statement(s), related notices, circulars, amendments and such other correspondence, documents and records which may be sent by MOFSL from time to time electronically in lieu of the physical mode. The client further authorizes MOFSL to send the executed copy of Client Registration form to his e-mail Id, The client can also download the copy through the secured access provided by MOFSL using his client specific user id and password.
 - (ii) The client hereby acknowledges that all the documents as

ANNEXURE A Motilal Oswal Financial Services Limited

above sent by MOFSL through e-mail will be considered as having delivered to him once the email leaves MOFSL e-mail server unless the same is rejected by client e-mail server and bounced mail notification is not received by MOFSL. The client further agrees that in the absence of communication from him regarding non receipt of documents through email or notification of any discrepancy with in reasonable time from the date of issuance of Digital Contract Note through email, MOFSL may construe that there is deemed acknowledgement of the document(s) sent to client electronically.

- (iii) The Client shall access the contract notes/ confirmations of the trades executed on his/her/their behalf on the trade date electronically. The Client understands that it is his/her/their responsibility to review all confirmations, contract notes, statements, notices and other communications including but not limited to margin and maintenance calls etc. All the information contained therein shall be binding on the client, if the client does not objects either in writing or via electronic mail within reasonable time from the date of execution of the trade.
7. Acknowledgement for account opening charges :
 - (i) The client agrees that the charges towards account opening for equity/commodity trading if any, would be debited to the ledger account of the client after opening of account. The entry reflected in the ledger account of the client would be sufficient acknowledgement of the receipt of account opening charges. The client agrees and understands that no separate receipt will be issued in this regard.
 - (ii) For the convenience of payment of all the charges, pertaining to my demat account, the Client agrees to debit his trading account with all the DP account charges, as and when the bill is raised by MOFSL (Depository Participant). MOFSL may charge penalty on non-payment of DP account charges. Such penalty amount shall be directly debited to the account of Client.
8. Trade Confirmation to client
 - (i) The Client is informed that he/she/they shall update their mobile numbers / email IDs with MOFSL (i.e. Stock Broker / Depository Participant). This will facilitate them to receive information of their transactions ,all debits directly from the Exchange(s) / Depositories on their mobile / email at the end of the day.
 - (ii) The client authorizes MOFSL to send Trade Confirmations / Margin calls at the mobile number of the client mentioned in the Client Registration Documents. The client shall provide valid mobile number to the MOFSL which shall be incorporated in the client registration documents. During the currency of the voluntary clauses such mobile number shall be functional. It shall be duty of the client to ensure that the mobile number provided in the client registration documents is correct and in operation and/ or in working condition at all the time. In case the client has provided and /or incorporated different mobile number in the KYC, MOFSL may send notice/communication on any of the mobile number, at its discretion. The notice /information /communication through SMS sent to the client shall be deemed to have been received by the client and MOFSL shall not be under any obligation to confirm the authenticity of the person (s) receiving the SMS.
 - (iii) MOFSL at its discretion shall also send Trade Confirmations /Margin calls through SMS at the mobile number provided by the client. The SMS Service may be discontinued for a specified period/indefinite period with or without any prior notice for any reason whatsoever. Such clients who have availed SMS service facility of payment basis agrees that

MOFSL may discontinue SMS service with prior intimation with proper reasoning.

- (iv) MOFSL shall not be liable or responsible for any statement received from frauds or impostors or any consequences thereof.
 - (v) The client authorizes Exchanges to send SMS & e-mail alerts to his Mobile No. and e-mail id registered with MOFSL.
 - (vi) The Client authorised MOFSL to send trades and accounts related information and also consolidated summary of scripwise/ commodity-wise buy and sell positions taken with average rates by way of SMS / email on a regular basis.
9. Payment of Margins:
- (i) For the purpose of the voluntary clauses the term "Dues of client" shall include the amount of monies payable by the client including but not limited to, the purchase price of the Securities, Brokerage, Margin money, Goods and Service Tax (GST), Turnover Tax, Auction Debit and Charges, Service Charge, Securities / Commodities Transaction Tax, Stamp duty, DP charges, penalties, interest on delayed payment, transaction charges, KRA charges, cheque bounce charges, penalties for non-compliances, shortfall in margins etc. that may be levied from time to time in the clients accounts as per Regulatory norms. Penalties Levied by Exchange(s) / Regulators shall be recovered from the client on actuals, by debiting the client account since it is the liability of investor discharged by MOFSL on his/her behalf.
 - (ii) All payment for securities/commodities bought shall be made out by way of Cheque/ fund transfer in favour of "Motilal Oswal Financial Services Ltd." At the time of settlement of dues of the Client, MOFSL shall draw an account payee cheque /fund transfer in favour of the Client which may be payable to a specified bank account of the Client. The Client agrees to make such fund transfer from the bank account, the details of which are provided by the Client to MOFSL in the Client Registration Form or in any other documents. The Client understands that MOFSL shall execute the orders only after the proceeds of the Margin account are realized and credited to the Bank account of MOFSL. Any payment made by the Client in the form of the account payee cheque shall be considered as Funds only upon the realization of the same.
 - (iii) The Client hereby agrees to make payment against debit balance and margin payments as demanded by MOFSL in the form of Funds (which shall hereinafter mean and include account payee cheques but not cash or currency) or securities/commodities in the proportion as prescribed by MOFSL or Exchange, failing which the broker can square up all or any outstanding position of sale and / or purchase, in any segment and/or in any Exchange as per RMS policy of MOFSL.
 - (iv) Margin in the form of Collateral: MOFSL, in its absolute discretion will decide the eligible securities, which could be pledged by the Client for meeting current or future margin / deposit obligations. MOFSL would be free to continuously review the eligibility of securities already pledged by the Client. Securities which are pledged in favour of MOFSL towards margin / deposit, shall be valued by MOFSL as per valuation norms decided by MOFSL from time to time. The Client authorized MOFSL to sell these securities/ commodities to recover any outstanding dues including ledger debits / DP debits /meet the margin requirements in Cash and F&O, Currency, Commodity, other segments of the Exchanges. Accordingly securities which are pledged by client in favour of MOFSL shall be unpledged / invoked to meet the Exchange obligation upon selling.
 - (v) In case of dispute, these margin / deposits shall be repaid / unpledged to the client within six month of closure of account with MOFSL after meeting contingent liabilities arising out of all or other transactions.
- (vi) Lien: The client agrees that all monies, collaterals or other property that may be held by MOFSL on the client's account shall be held by MOFSL at the sole risk and cost of the client and such monies, securities or other property as permitted by the Exchange(s) shall be held subject to a general lien for the discharge of the client obligation to MOFSL under the voluntary clauses irrespective of whether such obligation of the client is disputed by the client. MOFSL shall be under no obligation to release such monies, securities/ commodities or other property until the Client has discharged its entire obligation in full to MOFSL under the voluntary clause to the satisfaction of MOFSL.
 - (vii) The Client authorizes MOFSL to use its discretion to close out any part or all of the contracts in Capital Market, Equity, Currency, Commodity & Future and Options segments held in the Clients account with MOFSL for the protection of MOFSL, in case of any default by the Client. The Client agrees to reimburse any or all such incidental expenses incurred by MOFSL
 - (viii) Client agrees that in case of any payout (funds/securities/ commodities) which is yet to be received by him/them for the previous settlement(s), the stock broker would be entitled to adjust the same against the current or subsequent settlement obligations or other charges or under the circumstances when client defaults.
 - (ix) Set-off - The client agrees that MOFSL may set-off his credit balance available in his ledger account on any one Exchange/ segment against the debit balance in other Exchange/segment.
10. The Client agrees that any notice or communication served on the Client under the voluntary clauses shall be valid and binding on him and shall be deemed to be duly served, if conveyed in writing through Letter, Fax or by personal delivery duly acknowledged by the other party/ Courier at the Registered post to the address of the Client mentioned hereinabove or the last known address, or if electronically delivered at any one of the e-mail id intimated by the Client , or by publishing the same in the prominent daily newspaper where the registered / last known business / residential address of the Client is situated or if conveyed over telephone / fax on the last known number or on the recording machine of such number or if a notice is pasted at the door of the registered address or the last known address of the Client.
11. The Client agrees that he will send any communication or notice, to MOFSL in writing through Letter or by personal delivery duly acknowledged by MOFSL or by registered post sent at the registered address of MOFSL mentioned herein above.
12. The Client hereby agrees to ensure that before selling any shares, commodities he has the same in hand. Any loss arising of auction / closeout on account of shares not cleared in MOFSL's account will be borne by the Client. The Client also agrees to bear any loss arising out of auctions due to incomplete instructions, illegible instructions, unclear instructions and instructions not received on time.
13. The Client hereby authorizes MOFSL to transfer shares, commodities lying in MOFSL's pool account to his account and from there he can transfer / pledge to margin and/or any other account for pay-in purposes for shares/commodities purchased by the Client in previous settlements. In case t h e Client does not want MOFSL to transfer these shares towards inter settlement from MOFSL's pool account for payin purposes, he shall inform MOFSL in writing 48 hours before payin date. In case MOFSL does not receive the same in writing or for a wrong settlement, MOFSL shall not be responsible for loss, if any.

14. MOFSL will not be liable to the Client for loss arising due to fire, theft or loss due to human error in case of shares sent for dematerialisation, or any other unforeseen circumstances if the shares are in the custody of MOFSL beyond the stipulated time.
15. Tape recording of Client conversation: The client is aware that MOFSL / Authorised Person may tape-record the conversations while providing Trade Confirmations/ Advisory services/ research calls or otherwise between the Client or the Client's representative and MOFSL/ Authorised Person, either personally or over the telephone, and the Client hereby specifically permits MOFSL to do so. Such electronic recordings may be relied upon by MOFSL/ Authorised Person as and when required to resolve disputes in connection with the trading transactions or otherwise.
16. MOFSL has placed on its website and also made available to the client on login into his trading account a detailed document explaining to the client the features, risks, responsibilities, obligations and liabilities associated with securities/ commodities trading and demat account among others through wireless technology / internet/smart order routing. The client agrees to go through the above terms and conditions and it shall be deemed to be sufficient notice by MOFSL.
17. Risk Associated with Internet Trading/ Securities Trading using Wireless Technology (STWT)/Smart order Routing (SOR) Client acknowledges and accepts that the price of securities can and does fluctuate, and that any individual securities may experience downward/ upward movements, and may under some circumstances even become valueless. Client therefore appreciate that there is an inherent risks that losses may be incurred rather than profit made, as a result of buying and selling securities. Client acknowledges and accepts that the internet is an inherently unreliable medium of communication and provision of services due to the public nature of the communication and that the accuracy, reliability and soundness of such means of communication and provision of services depends upon, amongst others, the service providers and the telephone, modem, cables, systems, facilities and the like used and operated from time to time by such providers and other participants. Client acknowledges and further accepts that, as a result of such unreliability, there are risks associated in using such means of communication including the congestion, break down, interruption or failure of transmission of the internet service or any communication equipment or facilities, errors, omissions or delays in the transmission and receipt of orders and other data and information and in the execution and confirmation of orders and/or the execution of orders at prices which may be different from those indicated on the service or prevailing at the time the orders were given. There are also other risks involved such as in the unauthorized access, tampering, modification or alteration of the service and/or the system, components and software used or comprised in the service which may result in the use, manipulation, retrieval or the theft or loss of data and information, including Client personal data. The Client agrees that MOFSL shall not be liable / responsible for such matters and resultant losses under any circumstances. The systems used by MOFSL for providing Internet Broking services are generally capable of assessing the risk of the Client as soon as the order comes in. However, due to any reason whatsoever, if the order is processed without sufficient risk cover from the Client, Client shall be bound by such trade and shall provide such sums as may be required to meet his liability under the trade. The Client is aware that MOFSL has provided on the website a facility for reconfirmation of orders which are larger than that specified by MOFSL's risk management, by MOFSL and is also aware that MOFSL has the discretion to reject the execution of such orders based on his risk perception.

Best Execution Policy for Smart Order Routing (SOR) : This Best Execution Policy sets forth policy and execution methodology for client execution on the best terms. Upon acceptance of a client order for securities listed on a securities exchange within India and on specific client instruction regarding execution, trading member shall endeavor to execute that order in accordance with the following policy:

Where the security is listed and/or traded on multiple recognised stock exchanges (multiple listing), MOFSL shall determine the recognised stock exchange where to route the order or part of the order based on factors like price, costs, speed likelihood of execution and settlement size and nature relevant to the execution of the order.

INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY MEMBER TO CLIENT (For all clients who have opted above mentioned facilities)

- A. Member is eligible for providing Internet based trading (IBT) and commodities 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 Member shall comply with all requirements applicable to internet based trading/- commodities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
- B. The client is desirous of investing/trading in commodities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for commodities trading through use of wireless technology. The Member shall provide the Member's IBT Service to the Client, and the Client shall avail of the Member's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Member's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
- C. The Member shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology/internet or any other technology should be brought to the notice of the client by the Member.
- D. The Member shall make the client aware that the Member's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
- E. 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 whosoever through the Member'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/ commodities 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 Member.
- F. The Client shall immediately notify the Member in writing if he forgets his password, discovers security flaw in Member'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.
- G. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/ commodities 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.
- H. The Member 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 Member shall send the order/trade confirmation on the device of the client.

I. 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 Member and the Exchange do not make any representation or warranty that the Member's IBT Service will be available to the Client at all times without any interruption.

J. The Client shall not have any claim against the Exchange or the Member on account of any suspension, interruption, nonavailability or malfunctioning of the Member'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/Members/Exchange end for any reason beyond the control of the Member/Exchanges.

18. The client is requested to update details (Contact details, Financial details, along with source of income, Beneficial Owner etc.) periodically. Also the client is required to provide such details as per PMLA Act, Rules, guidelines issued thereupon as and when sought by MOFSL failing which necessary actions as deemed fit as per regulations will be initiated.

The Client hereby declares that they have read and understood the contents and provisions of the PMLA Act 2002, Rules & guidelines issued thereupon and further confirm that they shall adhere to all the provisions of PMLA Act 2002, Rules & guidelines issued thereupon while dealing in securities markets. The client further undertake and confirm that:

- a) I / we do not have any links with any unlawful Persons / institutions.
- b) I / we am / are not involved in any unlawful activity & the investment money is derived from proper means & not connected with the proceeds of crime nor involve any black or Hawala Money in any manner.

19. Any Authorization shall always be subject to revocation at any time by the Client. However, this will be effective after the Client clears all the dues payable to MOFSL.

20. Authority to retain Funds towards Margin in Cash segment, F&O segment, Currency Derivative, Commodity Derivative & any other segment.:

I/We, am/are registered with you as a client for execution of trades from time to time in cash/capital and/or F&O segment / Currency Derivative and/or Commodity Derivative Segment of Bombay Stock Exchange Ltd. (BSE) and /or National Stock Exchange of India Ltd. (NSE) and/or Multi Commodity Exchange of India Limited. (MCX) and/or National Commodity & Derivative Exchange Limited. (NCDEX) (hereinafter called as "the Stock Exchanges").

For the purpose of operational convenience, I/we hereby give my/our consent to maintain my/our account for the funds on running account basis. I understand that consequent to your execution of my/our secondary market trades, I/we have either to pay/receive funds depending upon my / our securities transactions. In the event I/we have to receive funds from you on declaration of pay-out of funds by the Stock Exchanges, I/we hereby authorize you to retain the funds, as the case may be, with you as margin towards my/our ongoing secondary market transactions from time to time in Cash/Capital market and/or F&O segments and/or Currency Derivative Segment and/or commodity derivative segment of any of the Stock Exchanges. Kindly further note that I am entitled to revoke this authorization at any time, after sending the revocation letter at your registered office to enable you to make necessary changes to handle my account without running account authorization.

I / We further authorized you to retain funds as may be permitted by Stock Exchanges / SEBI from time to time while settling my/our account.

I/we authorize you to actually settle my account with you as per preference for settlement of funds as mentioned in account opening form or such period as may be permitted by the Exchanges / Regulators from time to time. Further, I understand that, I/We can request for the release of pay-out any time after adjusting all dues towards MOFSL.

21. General

i) The Client agrees that MOFSL shall not be liable or responsible for non-execution of the orders of the Client due to any link/system failure, at the Client / MOFSLs/exchange's end.

ii) The client agrees that the ledger statements in respect of transactions entered into on the cash segments of the Exchanges will be combined for my convenience and the payments received and paid by the MOFSL will be appropriated on a first-in first-out basis.

iii) The Client hereby authorizes MOFSL to consider his account balances at consolidated level across various segments and thereby authorises to adjust / offset / intersegment transfer of fund / securities balances for the purpose of meeting margin requirement / margin reporting, limit setting, meeting settlement obligations etc. or for any other securities transactions purposes.

iv) The Client agrees that a modification/addition/deletion to the terms and conditions on the website shall amount to a valid modification of the presents.

(v) Client understands and agrees that the services availed from the Stock Broker is of commercial nature and any dispute with the Stock Broker in this regard shall be subjected to Exchange dispute redressal mechanism provided in this agreement and the consumer forum has no jurisdiction to entertain the same.

(vi) The client confirm that he/they shall not have recourse to dispute Redressal mechanism/arbitration mechanism of the Stock Exchanges/SEBI in case the client avails the services under any schemes/leagues/competitions etc offered by any third party/group/company/associate of the stock Broker.

(vii) Exchanges have issued circulars, cautioning the investors at large on unsolicited emails and SMS. In this reference you are requested to remain cautious on the unsolicited emails and SMS advising to buy, sell or hold securities and trade only on the basis of informed decision. Investors are advised to invest after conducting appropriate analysis of respective companies and not to blindly follow unfounded rumours, tips etc. Further, you are also requested to share your knowledge or evidence of systemic wrong doing, potential frauds or unethical behaviour through the anonymous portal facility provided on Exchange(s) on their Websites. As per prevailing regulatory guidelines, MOFSL / Exchange(s) may block the funds / securities payout for transactions in such scrips & customers shall abide by the same.

(viii) The client is informed that dealing in shares of the listed Stock Exchange / Clearing Corporations & listed depositories shall only be dealt by fit and proper persons as per Regulation 19 & 20 of SECC Regulations & as per Regulation 6(B) of SEBI (Depositories and Participants) Regulations, 2012 & Schedule II of the SEBI (Intermediaries) Regulations, 2008 respectively.

(ix) The client hereby confirms that his name is not appearing in UNSC / OFAC list and if in case similar name appears then client confirm that he is not the same person whose details is mentioned in UNSC / OFAC list.

- (x) The client hereby authorises MOFSL to repledge any and all securities / commodities pledged as collateral by me / us from time to time with Exchange(s), Clearing House / Clearing Corporations / Clearing Members for limited purpose of meeting margin requirements as per prevailing regulatory guidelines. The Client further authorises MOFSL to unpledge / invoke such securities which are pledged in its favour for meeting settlement / payin / debit obligations.
- (xi) I / We authorise MOFSL to initiate e-DIS process for enabling me / us to meet settlement obligation for my / our trades executed on Exchange(s) from my / our demat account to the Exchange / Clearing Corporations. I / We understand that to initiate the process of E-DIS, I / We have to enter OTP & TPIN / Password through / on online portal of MOFSL as per prevailing regulatory guidelines. I / We further understand that in case if I / we do not complete the required actionables for meeting the settlement obligation, would result into shortage of pay-in of securities and thus I / we shall be completely responsible for the resultant actions including Auctions / Charges if any.
- (xii) The client is aware that MOFSL also acts as a distributor of various third-party products. If the client wishes to invest in such third-party products through any of MOFSL's channels, they may provide consent to share their KYC details with the respective third party. Client also give explicit consent to MOFSL to share client's transaction data such as demat holdings, brokerage, fees, obligations, positions etc. in line with prevailing regulatory guidelines. Furthermore, if the client does not wish to share their KYC information, such consent can be withdrawn at any time by intimating to MOFSL correspondence office, in accordance with the guidelines issued by SEBI/Exchanges as applicable from time to time.
- (xiii) Client is aware that third party products are not Exchange Traded Products and the broker is just acting as distributor and all disputes with respect to the distribution activity, would not have access to SCORES/ODR, Exchange investor redressal forum or Arbitration mechanism. Further MOFSL shall not have any financial liability with regards to such third party product/services. For any disputes / grievances related to such product / services, client should take up the same with concerned third party.
- (xiv) The Customer hereby authorises MOFSL to make Fixed Deposit or invest in units of Mutual fund overnight schemes or any instruments which is allowed as per prevailing regulatory guidelines out of your funds as available in client ledger maintained with MOFSL.
- (xv) Client & MOFSL hereby agrees to return/reverse to/from Client, the Securities, commodities or the mutual funds that may have been wrongly/ erroneously debited/ credited from/to my / our demat account that MOFSL/I / we was / were not entitled to MOFSL shall agree the instructions given by me/us through any modes of communication and shall not be questioned by me/us and shall be conclusive and binding on me/us.
- (xvi) MOFSL shall not be liable for any loss that may result from failure/inability of electronic connectivity of rejection of any of the request given by customer.
- (xvii) The Client agrees and accepts that MOFSL's Employees / Business Associates / Authorized Persons shall never give any commitment of assured returns. Investment in securities market are subject to market risks. Client agrees that he/she/it shall read all the related documents, risk disclosure, research reports, research calls etc. carefully before investing as there is no assurance or guarantee of the returns. Client should not ask and act on any of such assurances / commitments If any given by any of MOFSL's
- (xviii) I / We are made aware that there is a facility of Early Pay-in of funds (EPF) with Exchanges / Clearing Corporations for availing exemption from margin requirements to the extent of EPF done, in advance of trade. I / We have been made aware that I / We need to inform MOFSL / or its Branch to avail Early Pay-in of funds facility.
22. Force Majeure: MOFSL and/or its agents will not be liable for losses / costs / damages caused directly or indirectly from:
- any action, omission, suspension of trading, decision or ruling of any Exchange or Regulatory, Governmental or other body or of any other person which is beyond MOFSL's control; or
 - by acts of God including earthquakes, flood, accident; or
 - any commotion, insurrection, embargo, industrial dispute, computer, communication, telephone or system failure, war, power failure, equipment or software malfunction, strikes, etc; or
 - any other conditions, beyond the control of MOFSL.
- The above Force Majeure events do not exempt the Client to fulfill the obligations in his account with MOFSL.
23. Severance:
- In case anyone or more of the provisions contained in the voluntary clauses becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereto.
24. CONDITIONS GOVERNING TRADING IN SECURITIES OTHER THAN ON THE FLOOR OF THE STOCK EXCHANGE
- Whereas MOFSL is also registered with the Association of Mutual Funds in India (AMFI) as a Mutual Fund Distributor. And whereas MOFSL is providing a facility through its ONLINE services to apply / purchase / redeem / sale / buyback or otherwise deal in the units of Mutual Funds and securities (here in after referred to as Transactions) through its website as defined above And whereas the Client is desirous of availing the facility of the said transactions and such other facilities offered through MOFSL's website.
- The Client shall authorize MOFSL by executing a DDPI in the favour of MOFSL to execute instructions of the Client or its authorized representative with regard to the transactions.
All instructions given by the Client / its authorized representative shall be binding on the Client.
 - The Client undertakes to read all the relevant Offer Documents and addendums thereto and terms and conditions of all schemes of all mutual funds and other issues of securities including but not limited to Initial Public Offerings / Public Offers, Rights issue and Buy Back offers, offered through MOFSL's website; before entering into any transactions through the website and agrees to abide by the terms, conditions, rules and regulations as applicable from time to time.
 - The client hereby authorizes MOFSL to adjust the balance in his trading account maintained with MOFSL, for the purpose of investment in transactions, and similarly to use the balance in his IPO / Mutual Fund/other Investment account for setting off the debits in his trading account or otherwise, on the basis of his instructions, from time to time.
 - The Client agrees that MOFSL is entitled to disclose to regulatory authorities, all such information pertaining to the Client as may be required from time to time, for the Client to be able to avail of any or all of the services provided by MOFSL under these documents. MOFSL may furnish a certified copy of the DDPI and other documents on behalf of the Client to the Company / Registrar / Mutual Fund.

- d. The Client can view his/ her / its transactions on the website.
- e. MOFSL shall not be liable for any loss or damage caused by reason of failure or delay of the mutual fund/Registrar to deliver any units purchased even though payment has been made for the same or failure or delay in making payment in respect of any sold though they may have been delivered.
- f. The Client agrees to provide MOFSL with any confirmation / declaration or any other document that the concerned Issuer /Asset Management Company or any other entity may from time to time require MOFSL to collect from the Client in respect of the services offered under the voluntary clauses.
- g. The Client further agrees that MOFSL shall not be held responsible for non-allotment of securities either fully or partly to the Client, for any reason whatsoever. MOFSL shall not be held responsible in case due to any reason the bid/application/ revision instructions sent by the Client is not received by it, or if the bid / application / revision could not be uploaded to the Stock Exchange, or could not be sent to the Bankers/ Registrar to the issue.
- h. Any IPO / FPO / NFO / Bond issue or any other issue of securities, applied through MOFSL by any mode i.e. online / off-line / in writing e.t.c., MOFSL will not be responsible for (i) non-bidding of application, (ii) non-submission of application to Banker / RTA/ Issuer and (iii) non-allotment of above securities by RTA/ Issuer due to any reason.
25. The Client hereby confirm that he/they is/are not a Stock Broker or Authorised Person or Remieser of any Stock Exchange(s). Further, in the event client wishes to obtain any membership of any Stock Exchange(s) or wish to become or Authorised Person or Remieser of any Trading Member in any Stock Exchange then client undertake to obtain No-objection certificate from MOFSL prior to making an application to the Exchange(s).
26. Indemnification: The Client and the Authorised Person shall indemnify and shall always keep indemnified MOFSL harmless from and against all claims, demands, actions, proceedings, losses, damages, liabilities, charges and / or expenses that are occasioned or may be occasioned to MOFSL directly or indirectly, owing to bad delivery (as defined by the Exchange Rules/Regulations/Bye-Laws) of shares / securities and commodities / or as a result of fake / forged / stolen shares / securities / transfer documents that are introduced or that may be introduced by or through the Client during the course of its dealings / operations on the Stock Exchange(s).
- The Authorised Person hereby agrees to indemnify MOFSL against all the claims including legal costs incurred to defend any claims made by the client of the Authorised Person.
- The Authorised Person agree that the provisions of indemnity in this agreement shall be applicable though such damages, loss, liabilities and / or expenses mentioned above may devolve subsequent to MOFSL being declared a defaulter or suspended or expelled by the Exchange.
27. The customer agrees that as and when client sell the shares and want to transfer the shares from clients other than MOFSL demat account for payin purpose, client can transfer the securities till T+1 day upto 4 pm to MOFSL pool account. If the securities are received after the said cut off time, MOFSL will try to execute the DIS request on best efforts basis, in order to deliver the shares for Payin. However if the shares are not delivered for payin for circumstances beyond our control, MOFSL shall not be held responsible for the same and client has to bear the losses / debits.
28. I/we hereby authorizes MOFSL to send Trade confirmations, research calls, investment ideas etc. including all commercial communication even though I/we am/are registered or may register with National Do Not Call Registry established under the Telecom Unsolicited Commercial Communications Regulations, 2007 or registered or may register under the National Customer Preference Register established under new regulation viz the Telecom Commercial Communications Customer Preference Regulations, 2010.
29. All references to the specific quantity/rate/fee, if any, mentioned in this Annexure A are subject to change from time to time, as so agreed to in writing between the parties.
30. Client is made aware that if he / she is an designated employee of any listed company as per provisions of SEBI Insider trading guidelines, should take precautions while executing securities transactions in Trading window period as declared by the company from time to time. Client has to ensure that on the day of settlement obligation, such security is free for meeting settlement requirement. MOFSL shall not be held responsible for non settlement of obligations if any on account of freezing of companies ISIN as per LODR guidelines.
31. Client can voluntary freeze/block on line access of trading account. For further details please refer RMS policy in client login.
32. I/We hereby authorizes MOFSL to consider the KYC data like Proof of Identity (POI) and Proof of Address (POA) and any other information downloaded from other sources like CVL, KRA and CERSAI
33. As per SEBI circular SEBI/HO/MIRSD/ MIRSD-PoD-1/P/CIR/2024/143 dated October 22,2024, I/We hereby confirm that myself and persons associated with me/us shall not have any direct or indirect association with another person who-
- (i) provides advice or any recommendation, directly or indirectly, in respect of or related to a security or securities, unless the person is registered with or otherwise permitted by the Board to provide such advice or recommendation; or
- (ii) makes any claim, of returns or performance expressly or impliedly, in respect of or related to a security or securities, unless the person has been permitted by the Board to make such a claim.
34. The client is made aware that as per prevailing guidelines, client is not allowed to short sale securities which are not permitted in F&O segment. Short selling is allowed only in securities which are traded in the F&O segment. Further as per prevailing regulatory guidelines, retail client's needs to disclose the same to brokers by the end of the trading hours on the transaction day.

Sole/First Holder	
Client Name	
Client Signature	
17/21	
Place : _____	Date: _____

Note : All references to the specific quantity/rate/fee, if any, mentioned herein above are subject to change from time to time, as so agreed to in writing between the parties

1. Refusal of orders for penny Stocks / Commodity Derivatives

:- The client is aware and agrees that the stock broker may refuse or restrict a client in placing the order in certain securities/commodities depending on various conditions like volume / value / part of illiquid scrips/Z group of securities illiquid commodities, although a client may have credit balance or sufficient margin in the trading account.

However, stock broker under exceptional circumstances may execute client's order. The stock broker has the discretion to reject execution of such orders based on its risk perception.

2. Setting Up client's Exposure Limit

The client is aware and agrees that the stock broker may set the Exposure limits on the basis of available base capital which may comprise of Ledger and applicable collateral pledged in favour of MOFSL (after suitable margin hair cut). The limits may be allowed on a multiplier basis to the available capital or actual VAR margin basis or a specified margin depending on the Market conditions. Client agrees that said limit parameters is a dynamic process that is allowed at the discretion of the stock broker based on the Market conditions and their risk perception about the market. However on exceptional situations broker may use its own discretion in providing the limits and may change for a client or for all depending on market condition.

3. Applicable Brokerage Rate for Equity & Derivatives

- a) The stock broker is eligible to charge brokerage with respect to transactions effected by it in various segment as mentioned herein below –
 - For Capital Market Segment – The maximum brokerage in relation to trades effected in the securities admitted to dealings on the Capital Market Segment of the Exchange shall be 2.5% of the contract price exclusive of statutory levies. It is further clarified that where the sale / purchase price value of a share is Rs. 10/- or less, a maximum brokerage of 25 paise per share may be charged.
 - For Option Contracts of Equity and Currency Derivative - Brokerage for options contracts shall be charged on the premium amount at which the option contract was bought or sold and not on the strike price of the option contract. The brokerage on option contracts shall not exceed 2.5% of the premium amount or Rs. 100 (per lot) whichever is higher.
- b) The stock broker may charge different Brokerage for Deliverable and Intraday transactions.
- c) The client is aware that any request for change in the brokerage rate has to send in writing to the Branch who in turn will forward the request to Head Office of the stock broker. Acceptance / rejection of such request is at the discretion of stock broker.
- d) Other Levies, charges, Goods and Service Tax (GST) e.t.c. will be charged on Brokerage as per Rules prescribed by the Government / Regulatory Agencies.

All the above charges and levies debited to clients would be mentioned in the Contract Note send to client.

Applicable Brokerage Rate for Commodity

- a) The Stock broker is eligible to charge brokerage with respect to transactions effected by it in various segment as mentioned herein below –

- Delivery based– The maximum brokerage rate for the time being shall be 2 % (plus expenses) in case of transactions resulting into delivery.
 - Non-delivery based – The maximum brokerage rate for the time being shall be 1 % in case of non-delivery transactions.
- b) The Stock broker may charge different Brokerage for Deliverable and Intraday transactions.
 - c) Brokerage shall be charged on the premium amount at which the options contract was bought or sold and not on the strike price of the option contract. Maximum permissible brokerage rate is 2.50% of premium amount or Rs.250/- per lot, whichever is higher.
 - d) The client is aware that any request for change in the brokerage rate has to send in writing to the Branch who in turn will forward the request to Head Office of the Stock broker. Acceptance / rejection of such request is at the discretion of Stock broker.
 - e) Other Levies, charges, Goods and Service Tax (GST) e.t.c. will be charged on Brokerage as per the Rules prescribed by the Government / Regulatory Agencies.

All the above charges and levies debited to clients would be mentioned in the Contract Note send to client.

4. Imposition of Penalties / Interest on outstanding debits & margins

The client is required to pay all amounts due to the stock broker on its due date. The amount due to broker shall include all type of Margin and Pay-in-obligation/Settlement Obligation on account of any other reason. Client is required to meet its dues to the Trading Member on account of various obligations like Margins & Settlement. These obligations if not paid in time, are met by the Trading Member to the Exchanges / Clearing Corporations / Clearing Members and is construed as funding on which interest would be applicable.

In case the client does not pay the amount due on time, the stock broker shall charge Interest on outstanding debits & margins up to the rate of 2% per month on the daily outstanding value or at such rates as may be determined from time to time by the stock broker. Interest will be charged from the time it become due till the time obligation is cleared by the client, on the basis of clear credit available in the account. The objective of charging such a interest- is to force a client to clear their dues on time.

The client hereby agrees that he/they will be charged Interest on outstanding debits & margins which shall be levied by the Stock Broker as MOFSL has accepted 100% securities with appropriate hair cut for margin purpose, but has to deploy his own funds/securities (approved) for meeting clients all type of margin requirements to Exchange(s) as per the applicable norms of the exchange.

The Client is hereby informed that, we as a Stock Broker are accepting deposits (towards margins) in the form of Cash deposits / Exchange approved securities / Exchange defined liquid scrips in any one form or combination thereof. Value of non-cash component would be arrived after deducting applicable Value at Risk percentage, as prescribed by Exchanges / Clearing Corporation from time to time. So the deposits may comprise of the cash component and non-cash component (after applicable hair cut). Further, client is informed that, Exchange accepts margins from a Trading Member in such form where maximum

benefit of non-cash collateral is given to the extent of cash component deposited.

Depending upon the total deposits given by the client, we may be providing exposure to the client as per RMS policy. Resultant margin requirement should be cleared by the client within prescribed timeframe. Margins can be collected from client both in cash and non-cash component and any shortfall in fulfilment of margin requirement will lead to charging of interest. Client is hereby informed that, we shall be computing interest as under –

- If client has made the deposits partially in Exchange Approved Securities and partially in Cash and has a margin requirement, then maximum benefit of Exchange Approved Securities (with higher hair cut) would be considered only upto 50% of margin requirement after adjusting available cash component. Therefore, any shortfall in the above explained norm will lead to charging of interest on such shortfall value. This interest is charged as we had to deploy our own funds / securities to meet the shortfall with Exchanges. There may be cases wherein MOFSL provides trading limit on non-cash collateral securities but the Clearing Corporation does not provide margin benefit due to the following reasons i) Collateral Security not part of Exchange Approved Security list, or ii) Collateral Security not repledged with CC, or iii) Quantity in excess of CC's maximum permissible quantity limit. Where MOFSL provides trading limits on such non-cash collateral securities, the CC blocks MOFSL's proprietary collateral to the extent of client's margin utilization. Accordingly, MOFSL will charge interest on such blocked amount to the client. Clearing Corporations are reviewing the list of such approved securities on periodic basis and are making the changes from time to time. Hence, clients are requested to refer such list and place / pledge such approved securities as collateral to avoid interest charges. Further, as per regulatory guidelines, if a client's margin utilization is in excess of 90% of the client's total collaterals (cash component and non cash component), the Clearing Corporation (CC) shall block the Trading member's proprietary collateral to the extent of such excess utilization. Since MOFSL's own collaterals (maintained with Clearing Corporation) are being blocked by CC due to margin utilization in excess of 90% of client's collateral by the client, MOFSL is unable to utilize such blocked collaterals for any other purpose. Accordingly, MOFSL will charge interest on such blocked amount to clients that have utilized margin in excess of 90% of the total collaterals. Clients are therefore requested to utilize only 90% of their total collaterals to avoid interest charges.

The client agrees that the stock broker may impose fines/penalties for any orders/trades of the client which are contrary to this agreement/rules/regulations of the Exchanges and is imposed by the Exchanges/Regulators. Further, under the instances where the stock broker has been penalized from any authority on account of/as a consequence of orders/trades of the client, the same shall be borne by the client.

5. The right to sell client's securities/commodities or close client's positions, without giving notice to the client, on account of non-payment of client's dues:-

The Client shall provide timely funds/securities/commodities for the purchase/sale of securities / commodities to the stock broker for meeting his obligation to the Exchange.

The securities so purchased under capital market segment and/or resulted in compulsory delivery under F&O / Commodity segment, securities so purchased / received shall be treated as

unpaid client securities, if the outstanding payment is not cleared within one day of purchase (T+1 day) as per Exchange regulations. Such unpaid securities shall be liquidated anytime within 5 trading days from the date of payout if debit balance / outstanding dues are not cleared by the client by providing funds to the extent of debit balances.

Also, depending on brokers discretion and its RMS policy, on case to case basis, we may transfer the securities purchased by client in clients demat account (where DDPI is available in favour of MOFSL) despite outstanding debit balances / dues, if any, then we reserve the right to liquidate the same to settle the dues arising from time to time.

In case of client falling short of providing fund/securities, the stock broker has the right to close the positions. The Stock Broker has the right to sell client's securities or close clients position in accordance with RMS policy after giving prior notice to client on account of non payment of dues to the extent of Ledger debit and/or to the extent of Margin obligation(s). The broker can liquidate the securities bought or collaterals given or any other securities given in any other form for clearing the clients obligations.

MOFSL may in its sole discretion, determine the time of sell and securities to be disposed off and or which open position is / are to be liquidated / closed as per RMS policy applicable from time to time. To avoid selling of shares / closing of positions, we request you to maintain sufficient margin in your trading account.

6. SHORTAGES IN OBLIGATION ARISING OUT OF INTERNAL NETTING OF TRADES FOR EQUITIES

With implementation of Direct pay-out of securities by Clearing Corporation (CC) to clients demat account, the process of handling security-wise internal shortages shall be handled by CC. On settlement date, CC will identify broker level, securitywise internal shortage by comparing broker level security-wise gross sell obligations vis-a-vis security-wise pay-in received. The gross sell obligation shall be computed as sum of net sellobligation of all clients for a security. Wherever, pay-in quantity received is less than gross sell obligation quantity for a security across all clients, there is a case of internal shortage for that security. CC will handle internal shortage in the below given manner:

- On settlement date, CC will initiate direct pay-out of securities to client who had purchased shares on the trading day. Basis the internal shortage identified by CC as per process mentioned above, some clients may not receive direct pay-out of securities on the settlement date. As per CC's internal defined criteria, CC will solely decide and identify the clients to whom securities will be given as pay-out on settlement date and clients who will not receive securities. MOFSL does not have any role in identification of such clients.
- Post identification of internal shortages and completion of settlement process, CC will conduct an auction for obtaining securities for the impacted clients who have not received securities due to the internal shortage. Below scenarios may arise-
- Scenario 1 - Full short delivered quantity is obtained in the auction process: CC will give pay-out to the impacted clients in Auction settlement.
- Scenario 2 - Partial short delivered quantity is obtained in auction process: CC will solely decide and identify the clients to

whom securities will be given as pay-out in auction settlement and clients who will not receive. MOFSL does not have any role in such identification of clients.

- Scenario 3 – Full short delivered quantity is not obtained during auction process: CC will not give pay-out to any impacted clients.
- For clients who do not receive pay-out in auction settlement from CC, MOFSL, as per regulatory provisions will compulsorily close out such securities as per close out procedure / rates prescribed by CC. The impacted client will be credited with close out credit and said amount will be debited to the defaulting client.

The internal close out policy for handling internal shortages in Commodities is in line with the exchange policy for handling shortages at exchange level. Apart from this the seller will be additionally debited by 0.50% charges.

Thus, the buyer will get the credit of the shortage based on the calculation as mentioned above and the seller will be debited by the same amount + 0.50% charges. (Above defined parameters are subject to change from time to time).

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

MOFSL is entitled in its sole discretion to restrict or refuse execution of any orders for transaction in any scrip / commodity if transaction in such scrip / commodity is not in accordance with its internal surveillance / risk management policy and/or in accordance with the directives and guidelines of the Exchanges and/or the Regulator issued from time to time. MOFSL may at its sole discretion decline to carry out the instructions for any reason whatsoever.

In case overall position of client / clubbed position of client as per the SEBI guidelines, and/or on the basis of criteria set by Exchanges, in a scrip / derivatives contracts has reached the Regulators prescribed Exchange limit / Market Wide Open Interest limit, then client may not be allowed to take further position, till such time Regulator prescribed limits comes down to create a new position. Further in Exchange / Segments where client positions are monitored at group level (i.e. entities are clubbed by Exchanges as per their guidelines), those set / group of customers together have to abide by position limits as mentioned above.

Further, the stock broker may close the existing position of a client to the extent of Debit balances to release the Margin from the Exchange. In case if the stock broker has sufficient Margin cover on behalf of its client, it may still decide based on the market conditions and risk perception not to allow further position or may close the existing position of a client.

The customers are also requested to refer detailed Risk Management policy uploaded under client portal on Motilal Oswal Website www.motilaloswal.com.

8. Temporary Suspension/Closure of Accounts

- The client may request the stock broker for temporary suspension/closure of his trading account by sending a written request to Branch. This request will be in turn sent by Branch to Head Office for further processing where after verification of the client details, the trading account of the client will be suspended.

- The client would be required to clear all his dues/settlement of obligations before his account is temporarily suspended. The client may also be required to fulfill other conditions, on a case to case basis.
- The stock broker can withhold the payouts of client and suspend/close his trading account due to any internal / regulatory action.

The Customer will be intimated upon Suspension / closure of trading account within 15 days of suspension.

9. Deregistering a client

In addition to what the client has agreed in the agreement, the stock broker may terminate a client with immediate effect, but not limited to the following reasons –

- If the client is debarred by FMC/SEBI or any other regulatory authority.
- As a part of surveillance measure, if a client appears to be indulging in manipulative practices.
- Under the circumstances when there is a reasonable ground to believe that the client is unable to clear its dues or has admitted its inability to pay its debt.
- If the client violates any of the terms of the agreement.

10. Treatment of Inactive Clients

- Motilal Oswal Financial Services Limited (MOFSL) identifies such client codes / trading accounts that are inoperative for a minimum period of preceding 24 months. A trading account will be considered inoperative if the below prescribed transactions are not carried out by the client since the preceding 24 months.
- Trading or participation in OFS/buy-back/Open Offer across any of the exchanges/segments (Cash/Equity Derivative/ Currency Derivative/ Commodities Derivative/EGR/Debt/ Online Bond Platform/ Execution Only Platform /Any other segment as may be allowed by SEBI/stock exchanges from time to time) of the exchanges through MOFSL, or
- Transaction in nature of applying/subscribing IPOs (where the IPO bid is successful & not cancelled)/SGBs/Mutual Funds (lump sum investment or investments through successful SIP instalment payments) on the Mutual Fund platform of the stock exchanges through MOFSL, or
- Modification/updation of e-mail Id/Mobile Number/Address in KYC record of client through MOFSL and the same has been uploaded to KRA to ensure Validated/Registered status.
- * In case any of the above prescribed transactions is not carried out by the client in the preceding 24 months and the client has an existing open MTF position / Derivative position then, such a trading account will not be considered as in-operative.
- Accordingly, such trading accounts are made inactive in the trading & internal systems and the client is informed about the status of his trading account maintained with MOFSL via email/letter/SMS or by way of any other mode. Such trading Accounts shall also be marked "inactive / dormant" in UCC database of Exchanges where such client details are updated.
- For re-activation of such trading account, the client shall be required to make a request to re-activate the account and submit all necessary confirmation of existing client details (such as Address, Mobile number, Email ID, Bank/DP account, income etc.) registered with MOFSL or in case of modification, information / documents with regard to updation of their KYC

details. On receipt of re-activation request, In-person verification (IPV)/Video In-person verification (VIPV) will be carried out as per prescribed guidelines. Such latest updated client details shall also be updated in UCC database of respective Exchange and KRAs.

- While reactivating the client, MOFSL shall also verify the client status as per KRA. In case the client's status as per KRA is not validated / not registered (i.e. "On hold"/"Rejected"/"Registered" through other intermediary, etc.) then MOFSL shall not re-activate the client's trading account. In this case, the client is required to provide the latest KYC details like Address, Mobile number, Email ID, Bank/DP account, income, etc. along with the necessary supporting documents as required by KRA. Post submission of required details along with documents by the client, MOFSL shall validate these details with the documents provided and shall update its records accordingly. Before re-activating the client's trading account, MOFSL shall update/upload the required details/documents on KRA to ensure that the client's status is validated/registered with KRA. MOFSL shall also update such client details in the UCC records of the respective exchanges.
- In case of an individual client, a re-activation request can be made either through online mode (by following the reactivation instructions after web login) or through offline mode (by submitting Activation request form at Branch/AP office). In case of non-individual clients, re-activation request needs to be made through offline mode i.e. by submitting Activation request form at Branch/AP office.
- For all re-activation requests, MOFSL upon verifying / carrying out due diligence & completing above process at its end may activate the client's trading code in the trading & internal system. MOFSL shall simultaneously also update client's trading account status to "Active" in the UCC database of respective exchanges.
- Once an inactive trading account is re-activated, the computation of next 24 months for the purpose of identifying

client as inactive in the subsequent period shall be considered from the date of last re-activation of trading account.

- There may be scenarios wherein there are long outstanding debit balances in inactive/dormant accounts. To recover such outstanding debit balances, pledged securities may be liquidated from client's trading account through RMS selling post intimating the client. For executing RMS selling in client's trading account, the client's trading account will be reactivated in our back-office and Exchange UCC without following the above prescribed criteria for reactivation. Post RMS selling, the trading account status will again be updated as inactive/dormant in our back-office records and Exchange UCC.
- Upon reactivation, the client is informed about the status of his trading account via email/letter/SMS or by way of any other mode. Upon re-activation and after updating the UCC status in Exchanges, MOFSL may execute the order as per instructions of clients. The client shall also be subject to ongoing due diligence in accordance with the provisions of the PMLA guidelines and the relevant KYC policies that have been issued from time to time.

11. The Client is informed that Motilal Oswal Financial Services Limited do carry Proprietary trading.

Client acceptance of policies and procedures mentioned here in above –I / We have fully understood and agree to sign the same.

Above policies and procedures may be amended / changed unilaterally by the stock broker provided the same is intimated via email / writing or reflected in the clients login.

12. "Policy on handling of Good Till cancelled Orders of Client"

MOFSL is providing Good Till Cancelled (GTC) orders functionality. GTC is an order to buy or sell a stock that continues until the order is executed/expired/cancelled.

Validity of GTC order by default is T+1, whereas client can modify such orders upto 365 days and accordingly GTC orders shall be retained in your account. Intimation of corporate actions will be informed to clients upto one day prior to ex-date of the corporate actions for the applicable unexecuted orders.

Client Name	
Client Signature	18/21

FATCA / CRS Declaration

Please fill the information below as requested	First Account Holder	Second Account Holder	Third Account Holder
Name of the Account Holder			
Customer ID			
City of Birth			
Country of Birth			
Address for Tax purpose	☐ Same as mailing address ☐ Same as permanent address	☐ Same as mailing address ☐ Same as permanent address	☐ Same as mailing address ☐ Same as permanent address
Address Type for the above	☐ Residential or Business ☐ Residential ☐ Business ☐ Registered Office	☐ Residential or Business ☐ Residential ☐ Business ☐ Registered Office	☐ Residential or Business ☐ Residential ☐ Business ☐ Registered Office
Nationality			
Father's Name (mandatory if PAN not provided)			
Spouse's Name			
Identification Type-Documents submitted as proof of identity of the individual	☐ Passport ☐ PAN ☐ Election/Voter's ID card ☐ Driving License ☐ Aadhaar card/ letter ☐ NREGA Card Govt ID Card ☐ Others (pls specify)_____	☐ Passport ☐ PAN ☐ Election/Voter's ID card ☐ Driving License ☐ Aadhaar card/ letter ☐ NREGA Card Govt ID Card ☐ Others (pls specify)_____	☐ Passport ☐ PAN ☐ Election/Voter's ID card ☐ Driving License ☐ Aadhaar card/ letter ☐ NREGA Card Govt ID Card ☐ Others (pls specify)_____
Identification Number- for the identification type mentioned above			

Are you a tax resident of any country other than India?

- First account holder : Yes ☐ No ☐
- Second account holder : Yes ☐ No ☐
- Third account holder : Yes ☐ No ☐

If yes, please list below the details confirming ALL countries of Tax Residency / Permanent Residency / Citizenship & ALL Tax Identification Numbers.

Account Holder details	Name of Customer	Country/(ies) of Tax residency #	Tax Identification Number (TIN)%	Identification Type (TIN or other %, please specify)	Address for Tax Residence	Address type (Residential or Business, Residential, Business, Registered Office)
First Holder						
Second Holder						
Third Holder						

To also include USA, where the individual is a citizen/ green card holder of USA

% In case Tax Identification Number is not available, Kindly provide functional equivalent\$

Certification: I/We have understood the information requirements of this Form as per the CBDT notified Rules 114F to 114H and hereby confirm that the information provided by me/us on this Form is true, correct, and complete. I/We also confirm that I/We also confirm that I/We have read and understood the Terms and Conditions below and Hereby accept the same. I/We understand that my personal details as provided / available in the bank records will be used for CBDT reporting.

Signed for and on behalf of	1st Holder	2nd Holder	3rd Holder
Signature	19/21		

CBDT Terms and Conditions

The Central Board of Direct Taxes(CBDT) has notified Rules 114F to 114H, as part of the Income-tax Rules, 1962, which Rules require Indian financial institutions such as the Bank to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders. In relevant cases, information will have to be reported to tax authorities/ appointed agencies. Towards compliance, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto. Should there be any change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days. Therefore, it is important that you respond to our request, even if you believe you have already supplied any previously requested information.

CBDT Instructions

If you have any questions about your tax residency, please contact your tax advisor. If you are a US citizen or resident or green card holder, please include United States in the foreign country information field along with your US Tax Identification Number.

\$ It is mandatory to supply a TIN or functional equivalent if the country in which you are tax resident issues such identifiers. If no TIN is yet available or has not yet been issued, please provide an explanation and attach this to the form. In case customer has the following Indicia pertaining to a foreign country and yet declares self to be non-tax resident in the respective country, customer to provide relevant Curing Documents as mentioned below:

FATCA/ CRS Indicia observed (ticked)	Documentation required for Cure of FATCA/ CRS indicia
	If customer does not agree to be specified U.S. person/ reportable person status
1 U.S. place of birth	- Self-certification (in attached format) that the account holder is neither a citizen of United States of America nor a resident for tax purpose; - Non-US passport or any non-US government issued document evidence nationality or citizenship(refer list below); AND - Any one of the following documents: - Certified Copy of "Certificate of Loss of Nationality or - Reasonable explanation of why the customer does not have such a certificate despite renouncing US citizenship; or Reason the customer did not obtain U.S. citizenship at birth
2 Residence/ mailing address in a country other than India	- Self-certification(in attached format) that the account holder is neither a citizen of United States of America nor a resident for tax purpose; and - Documentary evidence (refer list below)
3 Telephone number in a country other than India (and no telephone number in India provided)	- Self-certification(in attached format) that the account holder is neither a citizen of United States of America nor a resident for tax purpose; and - Documentary evidence (refer list below)
4 Telephone number in a country other than India	If no Indian telephone number is provided - Self-certification that the account holder is neither a citizen of United States of America nor a tax resident of any country other than India; and - Documentary evidence (refer list below)

List of acceptable documentary evidence needed to establish the residence(s) for tax purposes:

- Certificate of residence issued by an authorized government body*
- Valid identification issued by an authorized government body* (e.g. Passport, National identity card, etc.)

*Government or agency thereof or a municipality of the country or territory in which the payee claims to be a resident.



Date: _____

To,
Motilal Oswal Financial Services Ltd. (MOFSL)
Palm Spring Centre,
2nd Floor, Palm Court Complex,
New Link Road, Malad (West),
Mumbai- 400 064.

Sub: Application to avail Margin Trading Facility under MOFSL.

Dear Sir/Madam,

With regards to captioned subject I /We Mr. /Ms. _____ is interested and wish to avail Margin trading facility rendered by Motilal Oswal Financial Services Ltd. (MOFSL)

Further I / We hereby confirm that I / We have read and understood the Rights and Obligations with regards to Margin Trading facility provided by MOFSL and agree to abide by the same.

Client Name	
Client Signature	20/21

Family Declaration – Email/ Mobile Updation in Family Codes
(Compulsory in case having common email & mobile in more than one A/C in MOFSL)

To,
Motilal Oswal Financial Services Limited
2nd Floor, Palm Spring Centre, Palm Court Complex,
New Link Road, Malad (West), Mumbai - 400064

Date:

Dear Sir/Madam,

Subject : Family Declaration for registering common Mobile / Email details

I and my family members hereby request that mobile number and email id , as mentioned on KYC Page shall be considered in your records for the purpose of receiving communication from Motilal Oswal Financial Services Ltd. (MOFSL) or Stock Exchanges/ Depositories with regard to trading / demat transactions executed by me / us through MOFSL.

Thus, any communication relating to my /our trading and demat accounts should be sent to mobile number and e-mail id mentioned on KYC Page. This facility shall be provided to me/us as an exception, for my / our convenience of receiving transaction details at a single mobile number and e-mail id. I / we under stand that for the purpose of availing the above facility by the family members where **"family"** means **self, spouse, dependent children and dependent parents**. (As per the SEBI Guidelines).

Sr. No.	Client Name	Client ID / DP ID	Relationship	Signature
1.			Self (Mandatory)	
2.			Dependent Parent - Mother	
3.			Dependent Parent - Father	
4.			Spouse	
5.			Dependent Daughter	
6.			Dependent Daughter	
7.			Dependent Son	
8.			Dependent Son	

(In case of additional Son / Daughter kindly provide details in separate sheet.)

**STANDARD DOCUMENTS FOR DP, EQUITIES, DERIVATIVES,
MARGIN TRADING FACILITY, MITC, SLBM & DO'S & DON'T'S**

MOTILAL OSWAL FINANCIAL SERVICES LIMITED

Most Important Terms and Conditions (MITC) (For Broking Services) For Non Custodial settled trading accounts: *& **TERMS AND CONDITIONS (For Research Services)**

Most Important Terms and Conditions (MITC)

(For non-custodial settled trading accounts)

1. Your trading account has a "Unique Client Code" (UCC), different from your demat account number. Do not allow anyone (including your own stock broker, their representatives and dealers) to trade in your trading account on their own without taking specific instruction from you for your trades. Do not share your internet/ mobile trading login credentials with anyone else.
2. You are required to place collaterals as margins with the stock broker before you trade. The collateral can either be in the form of funds transfer into specified stock broker bank accounts or margin pledge of securities from your demat account. The bank accounts are listed on the stock broker website. Please do not transfer funds into any other account. The stock broker is not permitted to accept any cash from you.
3. The stock broker's Risk Management Policy provides details about how the trading limits will be given to you, and the tariff sheet provides the charges that the stock broker will levy on you.
4. All securities purchased by you will be transferred to your demat account within one working day of the payout. In case of securities purchased but not fully paid by you, the transfer of the same may be subject to limited period pledge i.e. seven trading days after the pay-out (CUSPA pledge) created in favor of the stock broker. You can view your demat account balances directly at the website of the Depositories after creating a login.
5. The stock broker is obligated to deposit all funds received from you with any of the Clearing Corporations duly allocated in your name. The stock broker is further mandated to return excess funds as per applicable norms to you at the time of quarterly/ monthly settlement. You can view the amounts allocated to you directly at the website of the Clearing Corporation(s).
6. You will get a contract note from the stock broker within 24 hours of the trade.
7. You may give a one-time Demat Debit and Pledge Instruction (DDPI) authority to your stock broker for limited access to your demat account, including transferring securities, which are sold in your account for pay-in.
8. The stock broker is expected to know your financial status and monitor your accounts accordingly. Do share all financial information (e.g. income, networth, etc.) with the stock broker as and when requested for. Kindly also keep your email Id and mobile phone details with the stock broker always updated.
9. In case of disputes with the stock broker, you can raise a grievance on the dedicated investor grievance ID of the stock broker. You can also approach the stock exchanges and/or SEBI directly.
10. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. You will not have any protection/recourse from SEBI/stock exchanges for participation in such schemes.

TERMS AND CONDITIONS (For Research Services)

1. Availing of Research Services:

The client confirms that he/she has elected to subscribe the research service of the MOFSL at his/her sole discretion. MOFSL confirms that the research services rendered shall be in accordance with the applicable provisions as outlined in the SEBI (Research Analysts) Regulations, 2014.

2. Obligations on RA and Client:

MOFSL and the client shall be bound by SEBI Act, RA Regulations, and all the applicable regulations, rules, and notifications issued by SEBI or the Government of India, as may be in force from time to time.

3. Client Information and KYC Requirements:

The client agrees to provide complete and accurate information as required by MOFSL for Know Your Customer (KYC) compliance, including any details as mandated by SEBI or RAASB from time to time. MOFSL will collect, store, upload and verify KYC records in accordance with SEBI guidelines through a KYC Registration Agency (KRA) as specified from time to time.

4. Consideration and Mode of payment:

The client shall duly pay to MOFSL the agreed fees for the services that MOFSL renders to the client and statutory charges, as applicable. Such fees, statutory charges and mode of payment is specified below:

<u>Tariff:</u>	Nil
<u>Validity of Service:</u>	N.A.
<u>Product Name:</u>	N.A
<u>Fee Schedule:</u>	N.A

5. **Risk Factors:**

- Investments in securities carry inherent market risks, including potential loss of capital.
- Historical performance of recommendations is not indicative of future returns.
- The client must independently assess the suitability of investment decisions based on the research reports provided.
- Registration granted by SEBI/ BSE, and certification from NISM in no way guarantee performance of the RA (intermediary) or provide any assurance of returns to the clients.

6. **Conflict of Interest:**

MOSFL shall comply with all the applicable regulations/ circulars/ directions as specified by SEBI from time to time in relation to disclosure and mitigation of any actual or potential conflicts of interest.

Any actual or potential conflict of interest will be disclosed transparently to the client as and when identified.

7. **Termination of Services and Refunds**

- MOSFL reserves the right to suspend or terminate services in the event of suspension or cancellation of their SEBI registration and In case of cancellation of SEBI Registration, MOSFL shall refund the pro-rata fees for the remaining subscription period to the client on suspension or termination of services.
- In case of Suspension of certificate of registration for more than 60 (sixty) days, MOFSL shall refund the pro-rata fees for the remaining subscription period to the client on suspension or termination of services.
- Remaining subscription period shall be period from the effective date of cancellation/ suspension to end of the subscription period.

8. **Grievance Redressal and Dispute Resolution:**

Clients may escalate grievances related to deficiencies in services as mentioned below to the RA's designated person-

- Non-receipt of research report, or
- Missing pages or inability to download the entire report, or
- Any other deficiency in the research services provide by MOFSL
- Contact details of designated person for escalation of grievances are as below: <https://www.motilaloswal.com/contact-us>
- MOFSL shall resolve grievances within seven business working days or as per timelines as specified by SEBI under RA Regulations.
 - In case you are not satisfied with our response you can lodge your grievance with SEBI at <https://scores.sebi.gov.in/> or you may also write to any of the offices of SEBI. SCORES may be accessed thorough SCORES mobile application as well, same can be downloaded from below link: <https://play.google.com/store/apps/details?id=com.sebi>
- Disputes between the MOFSL and the client may be resolved through arbitration or any other modes or mechanism as specified by SEBI from time to time.

ODR Portal could be accessed, if unsatisfied with the response. Your attention is drawn to the SEBI circular no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 dated July 31, 2023, on "Online Resolution of Disputes in the Indian Securities Market". A common Online Dispute Resolution Portal ("ODR Portal") which harnesses conciliation and online arbitration for resolution of disputes arising in the Indian Securities Market has been established. ODR Portal can be accessed via the following link - <https://smartodr.in/>

9. **Mandatory Notices**

Clients are advised and requested to familiarize themselves with SEBI's guidelines, including the Do's and Don'ts while dealing with RAs, as specified in SEBI's Master Circular No. SEBI/HO/MIRSD-POD-1/P/CIR/2024/49 dated May 21, 2024, or as updated by SEBI from time to time.

Link to Master circular for reference- https://www.sebi.gov.in/sebi_data/attachdocs/may-2024/1716290553655.pdf

10. **Optional Centralized Fee Collection Mechanism**

Clients may choose to utilize the Centralized Fee Collection Mechanism (CeFCoM) for fee payments, as made available by SEBI.

If client wants to opt for 'Centralised Fee Collection Mechanism (CeFCoM)', an email request for the same may be sent to MOFSL for processing of same. Guidance on the CeFCoM is provided in Circular given below: <https://www.bseindia.com/markets/MarketInfo/DispNewNoticesCirculars.aspx?page=20240923-8>

11. **Standard Terms of Service**

By subscribing to the research services, **the client** confirms the following:

- i. "I/We have read and understood the terms and conditions applicable to a research analyst as defined under regulation 2(1)(u) of the SEBI (Research Analyst) Regulations, 2014, including the fee structure."
- ii. "I/We are subscribing to the research services for our own benefits and consumption, and any reliance placed on the research report provided by research analyst shall be as per our own judgement and assessment of the conclusions contained in the research report."

iii. "I/We understand that –

- I. Any investment made based on the recommendations in the research report are subject to market risk.
- ii. Recommendations in the research report do not provide any assurance of returns.
- iii. There is no recourse to claim any losses incurred on the investments made based on the recommendations in the research report"

By agreeing to render the research services, **the RA** declares the following:

- I. It is duly registered with SEBI as an RA under the SEBI (Research Analysts) Regulations, 2014 and its registration details are –
 - o Registration number- INH000000412
 - o Registration date- May 06, 2015
- ii. It has registration and the qualifications required to render the research services as contemplated under the RA Regulations and the same are valid and subsisting;
- iii. The services provided do not conflict with or violate any applicable law or agreement.
- iv. The maximum fee charged by the RA is 1.51 lakhs per annum per family of clients.
- v. Recommendations provided by the RA do not provide any assurance of returns.

12. Most Important Terms and Conditions (MITC) (For Research Services):

1. These terms and conditions, and consent thereon are for the research services provided by the Research Analyst (RA) and RA cannot execute/carry out any trade (purchase/sell transaction) on behalf of, the client. Thus, the clients are advised not to permit RA to execute any trade on their behalf.
2. The fee charged by RA to the client will be subject to the maximum of amount prescribed by SEBI/ Research Analyst Administration and Supervisory Body (RAASB) from time to time (applicable only for Individual and HUF Clients).

Note:

- 2.1. The current fee limit is Rs 1,51,000/- per annum per family of client for all research services of the RA.
- 2.2. The fee limit does not include statutory charges.
- 2.3. The fee limits do not apply to a non-individual client / accredited investor.
3. RA may charge fees in advance if agreed by the client. Such advance shall not exceed the period stipulated by SEBI; presently it is one year. In case of pre-mature termination of the RA services by either the client or the RA, the client shall be entitled to seek refund of proportionate fees only for unexpired period.
4. Fees to RA may be paid by the client through any of the specified modes like cheque, online bank transfer, UPI, etc. Cash payment is not allowed. Optionally the client can make payments through Centralized Fee Collection Mechanism (CeFCoM) managed by BSE Limited (i.e. currently recognized RAASB).
5. The RA is required to abide by the applicable regulations/ circulars/ directions specified by SEBI and RAASB from time to time in relation to disclosure and mitigation of any actual or potential conflict of interest. The RA will endeavor to promptly inform the client of any conflict of interest that may affect the services being rendered to the client.
6. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. No scheme of this nature shall be offered to the client by the RA.
7. The RA cannot guarantee returns, profits, accuracy, or risk-free investments from the use of the RA's research services. All opinions, projections, estimates of the RA are based on the analysis of available data under certain assumptions as of the date of preparation/publication of research report.
8. Any investment made based on recommendations in research reports are subject to market risks, and recommendations do not provide any assurance of returns. There is no recourse to claim any losses incurred on the investments made based on the recommendations in the research report. Any reliance placed on the research report provided by the RA shall be as per the client's own judgement and assessment of the conclusions contained in the research report.
9. The SEBI registration, Enlistment with RAASB, and NISM certification do not guarantee the performance of the RA or assure any returns to the client.
10. For any grievances,
 - Step 1: the client should first contact the RA using the details on its website or following contact details:
(RA to provide details as per 'Grievance Redressal / Escalation Matrix')
 - Step 2: If the resolution is unsatisfactory, the client can also lodge grievances through SEBI's SCORES platform at www.scores.sebi.gov.in
 - Step 3: The client may also consider the Online Dispute Resolution (ODR) through the Smart ODR portal at <https://smartodr.in>
11. Clients are required to keep contact details, including email id and mobile number/s updated with the RA at all times.
12. The RA shall never ask for the client's login credentials and OTPs for the client's Trading Account Demat Account and Bank Account. Never share such information with anyone including RA.

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, 2018, 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, 2018 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.
13. The DP shall execute 'non-pay in' related instructions not later than next working day from the date of submission of instruction by the Beneficial Owner. Further, if the date of submission and the execution date of instruction are same, DP may execute such instructions on the same day at Beneficial owner's risk on a "best effort basis".

Statement of account

14. A Participant shall provide statement of account to a Client in such form and manner and at such time as agreed with the Client and as may be specified by SEBI/Depository.
15. If the balance in the account has become Nil during the year, the Participant shall send one holding statement annually to such Client through email and shall resume sending the transaction statement as and when there is a transaction in the account. In case of account which has a credit balance but no transaction during the year, an half yearly statement of holdings shall be sent to the Client through email.
16. A Participant shall provide statement of account in an electronic mode, to the Client under its digital signature, as governed under the Information Technology Act, 2000. If the Participant does not have the facility of providing the statement of account in the electronic mode, the Participant shall forward the statement of account in physical form.
17. 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

18. 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.
19. Based on the instructions of the (BO), the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of 2 working days as per procedure specified from time to time by the

depository incase of no outstanding dues and in case of outstanding dues, shall provide 30 days notice. In case of non-payment of dues, DP shall reject the account closure request and in case the dues are cleared by BO, respective account shall be closed by DP within 2 working days of clearing the dues. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the (BO) or the DP and shall continue to bind the parties to their satisfactory completion.

Default in payment of charges

20. 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.
21. 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

22. As per Section 16 of Depositories Act, 1996: (a) 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. (b) Where the loss due to the negligence of the participant under Clause (a) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

Freezing/ Defreezing of accounts

23. 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.
24. 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.
25. In case of any statutory order for freezing of demat account of any one joint holder, the demat account will be frozen and the other joint holder(s) will have to obtain specific order from the relevant order issuing authority for unfreezing the holdings in respect of their percentage of joint ownership.

Redressal of Investor grievance

26. 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

27. 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

28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.

RIGHTS AND OBLIGATIONS OF STOCK 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, 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.

CLIENT INFORMATION

6. 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.
7. 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.
8. 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.
9. The stock broker and 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

10. 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.
11. 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

12. 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.
13. 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.
14. 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.
15. 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).
16. 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

17. 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

18. 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.
19. 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.
20. 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

21. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.
22. 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.
23. 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.
24. 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.
25. 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

26. 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.
27. The stock 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.

ADDITIONAL RIGHTS AND OBLIGATIONS

28. 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.
29. 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.
30. 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.

31. 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.
32. 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.
33. 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.
34. 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.
35. The stock broker / stock broker and depository participant shall not directly /indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.

ELECTRONIC CONTRACT NOTES (ECN)

36. 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.
37. 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.
38. 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.
39. 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.
40. 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.
41. 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

42. In addition to the specific rights set out in this document, the stock 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.
43. 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.
44. 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.
45. 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.

46. 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.
47. 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 whosoever 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.

'Additional Rights And Obligations'

"The stock broker / stock broker and depository participant shall not directly / indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI."

RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

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 supply-demand 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**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.exchange.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 . 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 gives 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/ 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/s 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.

Annexure-I: Risk disclosures**RISK DISCLOSURES ON DERIVATIVES**

- 9 out of 10 individual traders in equity Futures and Options Segment, incurred net losses.
- On an average, loss makers registered net trading loss close to ₹ 50,0000.
- Over and above the net trading losses incurred, loss makers expended an additional 28% of net trading losses as transaction costs.
- Those making net trading profits, incurred between 15% to 50% of such profits as transaction cost

Source:

- SEBI study dated January 25, 2023 on “Analysis of Profit and Loss of Individual Traders dealing in equity Futures and Options (F&O) Segment”, wherein Aggregate Level findings are based on annual Profit/Loss incurred by individual traders in equity F&O during FY 2021-22.

“Kindly visit the link mentioned above for detailed study”

Rights & Obligations of Stock Brokers & Clients for Margin Trading Facility (MTF)

As prescribed by NSE:

Client Rights:

1. Client shall receive all communications in a mode mutually agreed between the broker and the client regarding confirmation of orders/trades, margin calls, decision to liquidate the position / security.
2. Client shall be free to take the delivery of the securities at any time by repaying the amounts that was paid by the Stock Broker to the Exchange towards securities after paying all dues.
3. Client has a right to change the securities collateral offered for Margin Trading Facility at any time so long as the securities so offered are approved for margin trading facility.
4. Client may close / terminate the Margin Trading Account at any time after paying the dues.

Client Obligations:

1. Client shall, in writing in his own hand or in any irrefutable electronic method, agree to avail of Margin Trading Facility in accordance with the terms and conditions of Margin Trading Facility offered by the broker, method of communication for confirmation of orders/trades, margin calls and calls for liquidation of collateral/security/position.
2. Client shall inform the broker of its intent to shift the identified transaction under Margin Trading Facility within the time lines specified by the broker failing which the transaction will be treated under the normal trading facility.
3. Client shall place the margin amounts as the Stock Broker may specify to the client from time to time.
4. On receipt of 'margin call', the client shall make good such deficiency in the amount of margin placed with the Stock Broker within such time as the Stock Broker may specify.
5. By agreeing to avail Margin Trading Facility with the broker, client is deemed to have authorized the broker to retain and/or pledge the securities provided as collateral or purchased under the Margin Trading Facility till the amount due in respect of the said transaction including the dues to the broker is paid in full by the client.
6. Client shall lodge protest or disagreement with any transaction done under the margin trading facility within the timelines as may be agreed between the client and broker.

Stock Broker Rights:

1. Stock Broker and client may agree between themselves the terms and condition including commercial terms if any before commencement of MTF.
2. Stock broker may set up its own risk management policy that will be applicable to the transactions done under the Margin Trading Facility. Stock broker may make amendments there to at any time but give effect to such policy after the amendments are duly communicated to the clients registered under the Margin Trading Facility.
3. The broker has a right to retain and/or pledge the securities provided as collateral or the securities bought by the client under the Margin Trading Facility.
4. The broker may liquidate the securities if the client fails to meet the margin call made by the broker as mutually agreed of liquidation terms but not exceeding 5 working days from the day of margin call.

Stock Broker Obligations:

1. Stock broker shall agree with the client the terms and condition before extending Margin Trading Facility to such client. However, for clients who already have existing trading relationship and want to avail of Margin Trading Facility, stock broker may take consent in writing in his own hand or in any irrefutable electronic method after stock broker has communicated the terms and conditions of Margin Trading Facility to such existing clients.
2. The terms and conditions of Margin Trading Facility shall be identified separately, in a distinct section if given as a part of account opening agreement.
3. The mode of communication of order confirmation, margin calls or liquidation of position/security shall be as agreed between the broker and the client and shall be in writing in his own hand or in any irrefutable electronic method. Stock broker shall prescribe and communicate its margin policies on haircuts/ VAR margins subject to minimum requirements specified by SEBI and exchanges from time to time.
4. The Stock Broker shall monitor and review on a continuous basis the client's positions with regard to MTF. It is desirable that appropriate alert mechanism is set up through which clients are alerted on possible breach of margin requirements.
5. Any transaction to be considered for exposure to MTF shall be determined as per the policy of the broker provided that such determination shall happen not later than T + 1 day.
6. If the transaction is entered under margin trading account, there will not be any further confirmation that it is margin trading transaction other than contract note.

7. In case the determination happens after the issuance of contract, the broker shall issue appropriate records to communicate to Client the change in status of transaction from Normal to Margin trading and should include information like the original contract number and the margin statement and the changed data.
8. The Stock Broker shall make a 'margin call' requiring the client to place such margin; any such call shall clearly indicate the additional/deficient margin to be made good.
9. Time period for liquidation of position/security shall be in accordance declared policy of the broker as applicable to all MTF clients consistently. However, the same should not be later than 5 working (trading) days from the day of 'margin call'. If securities are liquidated, the contract note issued for such margin call related transactions shall carry an asterisk or identifier that the transaction has arisen out of margin call.
10. The daily margin statements sent by broker to the client shall identify the margin/collateral for Margin Trading separately.
11. Margin Trading Accounts where there were no transactions for 90 days shall be settled immediately.
12. The stocks deposited as collateral with the stock broker for availing margin trading facility (Collaterals) and the stocks purchased under the margin trading facility (Funded stocks) shall be identifiable separately and there shall not be any comingling for the purpose of computing funding amount;
13. Stock Broker shall close/terminate the account of the client forthwith upon receipt of such request from the client subject to the condition that the client has paid dues under Margin Trading Facility.

Termination of relationship:

1. The margin trading arrangement between the stock broker and the client shall be terminated; if the Stock Exchange, for any reason, withdraws the margin trading facility provided to the Stock Broker or the Stock Broker surrenders the facility or the Stock Broker ceases to be a member of the stock exchange.
2. The MTF facility may be withdrawn by the broker, in the event of client committing any breach of any terms or conditions therein or at any time after due intimation to client allowing such time to liquidate the MTF position as per the agreed liquidation terms without assigning any reason. Similarly, client may opt to terminate the margin trading facility in the event of broker committing any breach of any terms or conditions therein or for any other reason.
3. In the event of termination of this arrangement, the client shall forthwith settle the dues of the Stock Broker. The Stock Broker shall be entitled to immediately adjust the Margin Amount against the dues of the client, and the client hereby authorizes the Stock Broker to make such adjustment.
4. After such adjustment, if any further amount is due from the client to the Stock Broker, the client shall settle the same forthwith. Upon full settlement of all the dues of the client to the Stock Broker, the Stock Broker shall release the balance amount to the client.
5. If the client opts to terminate the margin trading facility, broker shall forthwith return to the client all the collaterals provided and funded securities retained on payment of all the dues by clients.

As prescribed by BSE:

1. Stock Broker/ Trading Member is eligible to provide Margin Trading Facility (MTF) in accordance with SEBI & Exchange Guidelines as specified from time to time.
2. Stock Broker/ Trading Member desirous of extending MTF to their clients is required to obtain prior permission of BSE. Stock Broker/ Trading Member may note that BSE has the right to withdraw the permission at any time.
3. Stock Broker/ Trading Member shall extend the MTF to the client, on such terms and conditions as specified by the Stock Exchange / SEBI from time to time. Stock Broker/ Trading Member and the client shall abide by the requirements of the margin trading framework, including rights and obligations, as prescribed by Stock Exchange/ SEBI/ Stock Broker/ Trading Member.
4. Stock Broker/ Trading Member shall intimate all the terms and conditions, including maximum allowable exposure, specific stock exposures etc., as well as the rights and obligations to the client desirous of availing MTF.
5. Stock Broker/ Trading Member may, at its sole and absolute discretion, increase the limit of initial and/or maintenance margin, from time to time. The Client shall abide by such revision, and where there is an upward revision of such margin amount, he agrees to make up the shortfall within such time as the Stock Broker/ Trading Member may permit. It may however, be noted that the initial/ maintenance margins shall never be lower than that prescribed by Stock Exchange/ SEBI.
6. Stock Broker/ Trading Member shall provide MTF only in respect of such shares, as may be permitted by Stock Exchange/ SEBI.
7. Stock Broker/ Trading Member shall liquidate the securities and other collateral, if the client fails to meet the margin call to comply with the margin requirement as specified by Stock Exchange/ SEBI/ Stock Broker/ Trading Member. In this regard, Stock Broker/ Trading Member shall also list down situations/ conditions in the which the securities may be liquidated (Stock Broker/ Trading Member to list down situations/ conditions):

8. Stock Broker/ Trading Member shall not use the funds of one client to provide MTF to another client, even if the same is authorized by the first client.
9. The stocks deposited as collateral with the Stock Broker/ Trading Member for availing margin trading facility (Collaterals) and the stocks purchased under the margin trading facility (Funded stocks) shall be identifiable separately and no comingling shall be permitted for the purpose of computing funding amount
10. IPF shall not be available for transactions done on the Stock Exchange, through MTF, in case of any losses suffered in connection with the MTF availed by the client.

The rights and obligations prescribed hereinabove shall be read in conjunction with the rights and obligations as prescribed under SEBI circular no. CIR/ MIRSD/ 16/ 2011 dated August 22, 2011.

As prescribed by Motilal Oswal Financial Services Ltd. (MOFSL)

1. Risk Management rules with regards to initial margin will be decided by Management from time to time and will be imposed and the same can be higher than the quantum prescribed by regulatory provisions. The client shall pay applicable initial 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 Margin Trading segment in which the client trades.
2. The initial margin payable by the client to the Stock Broker shall be in the form of cash, cash equivalent or Group I equity shares or units of Group 1 Equity ETFs, with appropriate hair cut as specified in SEBI Circular No. MRD/DoP/SE/Cir-07/2005 dated February 23, 2005..
3. Eligible Scrips under facility: The Margin Trading facility is applicable to Group I scrips or as specified by SEBI / Stock Exchange(s) from time to time.
4. In order to avail margin trading facility, minimum initial margin required shall be as under:

Category of Stock	Applicable margin
Group I stocks	VaR + 5 times of applicable ELM* OR VaR + 5 times of applicable ELM* + Adhoc Whichever is higher

***For aforesaid purpose the applicable VaR and ELM shall be as in the cash segment for a particular stock.**

5. The above mentioned rates of VAR margin are minimum and the same can extended on case to case basis.
6. As per prevailing Regulatory guidelines, securities so purchased by client under MTF segment shall be released to clients demat account followed by creation of an auto-pledge (i.e. without the requirement of a specific instruction from the client) in favour of MOFSL "Client Securities Margin Funding Account". Accordingly, MOFSL shall, on the basis of MTF trades executed by clients, give instruction to the Clearing corporation (CC) to create pledge in favour of MOFSL's "Client Securities Margin Funding Account". Clients are also required to pledge Collaterals towards margin requirement in MTF segment in favour of MOFSL "Client Securities Margin Pledge Account" by providing OTP through margin pledge mechanism.
7. MOFSL shall shift the position in MTF segment on T day. In case MTF shares are not received from clearing corporation due to market/internal shortage or due to any other reason, the position will be shifted from MTF segment to normal capital market segment.
8. Client have to ensure Collaterals are pledged in favour of MOFSL. These securities pledged in favour of MOFSL cannot be further pledged / repledged with Banks / NBFC / Other institutions. As per prevailing guidelines, Collaterals pledged in favour of MOFSL can be further repledged with Clearing Corporations / Clearing Members. However, funded securities pledged in favour of MOFSL cannot be further repledged with Clearing Member / Clearing Corporations.
9. Limits & Exposure: MOFSL will provide exposure to client based on maximum allowable exposure limit as prescribed by SEBI/Exchange(s) from time to time. However, based on Market conditions and the risk perception about the market the stock broker may set the Exposure limits on the basis of available base capital which may comprise of Ledger and stocks (after suitable margin cut). The limits may be allowed on a multiplier basis to the available capital or actual VAR margin basis or a specified margin depending on the Market conditions. However, on exceptional situations MOFSL may use its own discretion in providing the limits and may change for a client depending on market condition. In case overall position in a particular scrip or across all scrips has reached the particular specified limit prescribed by broker, then client may not be allowed to take further position.
10. MOFSL may close the existing / partial position of a client if the margin cover falls below minimum prescribed margin limits as specified by SEBI / Exchange(s) / MOFSL guidelines. Since MTF is a leveraged product i.e. partial trade value is funded by MOFSL, in the event of margin shortfall and RMS selling, MOFSL may liquidate such number of MTF shares that is sufficient to maintain upfront margin requirement and also recover MOFSL's MTF funded component.

11. In case if debit / margin shortfall still exists upon closing the position, collaterals pledged by client shall also be liquidated to recover the debits / margin shortfall.
12. In case if the MOFSL has sufficient Margin cover on behalf of its client, it may still decide based on the market conditions and risk perception not to allow further position or may close the existing position of a client.
13. Existing MTF positions in Group I securities shall be closed out once such scrips are moved out from Group I criteria by Exchanges. Also collaterals pledged in favour of MOFSL has to be part of Group I List and should be replaced once such stocks pledged as collaterals are removed from Group I criteria by Exchanges. Failure to replace such collaterals may lead to margin shortfall on the MTF position and necessary RMS action.
14. The above liquidation of position / collateral may be carried out by MOFSL at any point of time but not later than T+5 working day from the day of Margin Call.
15. If Safety cover (Excess of stocks over debits) is less than 5% of the deposits/available margin RMS selling can be done even before above stipulated days.
16. There may be scenarios wherein a client holds securities purchased under MTF and the client's trading and demat account has been suspended due to a regulatory action (SEBI debarred/KRA non-compliance/other regulatory order). In such a scenario the client may not be able to sell his MTF securities in the event of adverse market conditions owing to suspension of trading and demat account. This may result in huge losses to the client as well as to MOFSL. To mitigate the risk of such huge losses, MOFSL may, on becoming aware of such a regulatory action against the client, liquidate all MTF securities held by the client at the earliest without providing sufficient prior intimation.
17. There may be scenarios wherein a deceased client has an open MTF position. Such an open MTF position needs to be closed either through liquidation or by converting to delivery. Depending on the circumstances of the case, MOFSL may, on a case to case basis, decide the manner in which the MTF position has to be closed.
18. The Client agrees that he will be remain informed by visiting Exchange websites about changes in the eligible stocks / collaterals that can be purchased / furnished for the Margin Trading Facility. The customer further agrees that he will take necessary action to replenish the stocks as collaterals in case of any margin shortfall to avoid any RMS Actions.
19. In addition to what the client has agreed in the agreement, MOFSL may terminate a client with immediate effect, but not limited to the following reasons –
 - If the client is debarred by SEBI or any other regulatory authority.
 - As a part of surveillance measure, if a client appears to be indulging in manipulative practices.
 - Under the circumstances when there is a reasonable ground to believe that the client is unable to clear its dues or has admitted its inability to pay its debt.
 - If the client violates any of the terms of the agreement.
20. In case of debit balance outstanding, MOFSL will charge interest on this balance at the rate of upto 24% p.a.
21. In case client is already availing Margin Trading Facility with other brokers, client needs to inform MOFSL before availing this facility with MOFSL.
22. Collateral/Securities pledged by client towards Margin should be totally unencumbered.
23. Any disputes arising between the client and MOFSL in connection with the margin trading facility shall have the same treatment as normal trades and will be covered under the investor grievance redressal mechanism, arbitration mechanism of the stock exchange.
24. Clients are required to upfrontly inform their status whether they are Promoter or Promoter Group with regards to the scrips availed under Margin Trading Facility for both Funded Stocks and Collateral Stocks. The same is required to be disclosed to Exchanges and regulators on daily basis by Brokers.
25. The demat accounts where shares (funded stock as well as collaterals) can be pledged / repledged for Margin trading facility are made aware to client.

NSE DOCUMENT OF RIGHTS AND OBLIGATIONS OF THE CLEARING MEMBER/PARTICIPANT AND ITS CLIENT IN RELATION TO THE SECURITIES LENDING AND BORROWING SCHEME

PART - B

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, authorised 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.

BSE RIGHTS AND OBLIGATION OF CLEARING MEMBER AND CLIENT UNDER SECURITIES LENDING AND BORROWING SCHEME SEGMENT PART B

The Securities and Exchange Board of India (hereinafter referred to as "SEBI") has formulated and issued the Securities Lending Scheme, 1997 (hereinafter referred to as "SEBI Scheme") and SEBI Circular No MRD/DoP/SE/Dep/Cir-14/2007 dated 20th December 2007 and SEBI circular no. CIR/MRD/DP/19/2014 dated June 3, 2014 for facilitating lending and borrowing of securities through a Clearing Member registered with SEBI.

Obligations on Clearing Member

1. Before entering into an arrangement with a Client under SLBS, The Clearing Member shall inform the Client that it has entered into an agreement with the Clearing Corporation and it has been admitted as Participant of Clearing Corporation to facilitate lending and borrowing of securities.
2. The Clearing Member has made the Client aware of and the Client has understood the precise nature of the Clearing Member's liability under SLBS including any limitations, the liability and the capacity in which the Clearing Member acts.
3. Clearing Member and the Client shall be bound by scheme and circulars issued by SEBI from time to time, scheme/circulars issued by clearing corporation/stock exchange, and/or the Rules, Byelaws, Regulations of the stock exchange and or clearing corporation as applicable and as in force from time to time.
4. **ISSUE OF CONFIRMATION MEMO:-** The Clearing Member shall, upon execution of the Client's transaction on the order matching platform of the Clearing Corporation, issue the confirmation memo in the specified format or such other documents to the Client within such time as may be prescribed by the Clearing Corporation from time to time.
5. **MONEY / SECURITIES TO BE KEPT IN SEPARATE BANK / DEMAT ACCOUNT:-** The Clearing Member shall keep the money / securities deposited by the Client 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 Clearing Member for itself or for any other Clients or for any purpose other than the purposes mentioned in the scheme/circulars issued by SEBI, Rules, Bye-laws and Regulations of clearing corporation/stock exchange, as may be applicable and circulars issued by clearing corporation/stock exchange there under from time to time.
6. **UPDATE ON SETTLEMENT PROCESS:-** The Clearing Member shall inform and keep the Client apprised about securities lending and borrowing settlement cycles, delivery/payment schedules and any changes therein from time to time.
7. **COMPLIANCE WITH KYC NORMS:-** The Clearing Member

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 Clearing Corporation 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 Clearing Member may so disclose information about its Client to any person or authority with the express permission of the Client.

8. **RETURN OF SECURITIES AND LENDING FEES TO CLIENT AS A LENDER:-** Where the Client is a lender unless otherwise agreed upon between the Clearing Member and the Client, the Clearing Member 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 Clearing Corporation. The Clearing Member shall ensure the return of the lending fees to the Client within such time as may be prescribed by the Clearing Corporation.

DELIVERY OF SECURITIES TO CLIENT AS A BORROWER:- Where the Client is the borrower unless otherwise agreed upon between the Clearing Member and the Client, 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 Clearing Corporation from time to time. 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. Notwithstanding any other provisions of the agreement between the Clearing Corporation and Clearing Member, the Client shall be entitled to have all the rights that are conferred on it from time to time under the SEBI Scheme, Circulars issued by SEBI, SLBS and the Circulars issued there under by Clearing Corporation.

9. **ABIDE BY LAW & ACQUAINTANCE TO LAW:-** The Clearing Member declares that it has brought the contents of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued there under from time to time, and the terms and conditions of the agreement between the Clearing Corporation and Clearing Member to the notice of the Client and the Client agrees to comply with and adhere to the same.
10. **PROCESSING CHARGES:-** The Clearing Member 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 there under from time to time.

Right of Clearing Member

1. **CONSIDERATION:-** The Clearing Member is entitled for charges, fees, other levies and /or any such other charges, subject to such limits as may be permitted by the Clearing Corporation in its circulars from time to time.
2. **MARGINS:-** The Clearing Member is empowered to call upon the Client to pay such margins as may be specified by the Clearing Corporation from time to time.
3. **RECOVERY:-** The Clearing Member 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 Clearing Corporation or imposed by the Clearing Corporation 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 Clearing Member against the Client's liabilities / obligations.
4. **Due Diligence:-** The Clearing Member shall continuously satisfy itself about the genuineness and financial soundness of the Client and investment objective relevant to the services to be provided.

Obligations on Client

1. **ELIGIBILITY CRITERIA:-** The Client represents that he is eligible to participate in the SLBS and has satisfied the criteria specified by the Clearing Corporation.
2. **UPDATE & COMPLY WITH THE SETTLEMENT PROCESS:-** Notwithstanding anything contained in this document, 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 Clearing Corporation.
3. **PROCESSING CHARGES:-** The Client agrees to pay the Clearing Member, processing charges and statutory levies prevailing from time to time or any other charges for the services provided by the Clearing Member.
4. **CHANGE IN KYC INFORMATION:-** The Client agrees to immediately notify the Clearing Member in writing whenever there is any change of information in the "Know Your Client (KYC) Form" provided by the Client to the Clearing Member, in the manner prescribed by SEBI/clearing corporation/stock exchange.
5. **AUTHORISED REPRESENTATIVE:-** The Client agrees to be bound by the instructions issued by its authorized representative, if any, in accordance with the letter authorizing the said representative to deal on its behalf.
6. **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 Clearing Corporation in the Circulars issued from time to time.

7. **PAYMENT OF MARGINS:-** The Client agrees to pay such margins as may be specified by the Clearing Member in accordance with the requirement of Clearing Corporation or SEBI from time to time.
8. **EXPOSURE / POSITION LIMITS:-** The Client agrees to abide by the exposure / position limits, if any, set by the Clearing Member or the Clearing Corporation or Stock Exchange or SEBI from time to time.
9. **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.
10. **INSOLVENCY:-** The Client agrees to immediately furnish information to the Clearing 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 it or if any litigation which may have material adverse bearing on its net worth has been filed against it.
11. **COLLATERAL:-** At the discretion of the Clearing Member, where the Client deposits the required collateral with the Clearing Member, 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.

Rights of Client

1. **RIGHT OF CLIENT AS LENDER TO RECEIVE SECURITIES OR FINANCIAL COMPENSATION AND LENDING FEES:-** Where the Client is the lender unless otherwise agreed upon between the Clearing Member and the Client, 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 Clearing Corporation from time to time. The client shall be entitled to receive lender's fees for the securities lent.
2. **RECONCILIATION OF ACCOUNT:-** The Client and Clearing Member shall agree to reconcile their accounts regularly with reference to the transactions under the SLBS.
3. The Client shall satisfy itself of the capability of the Clearing Member and wishes to deal through the Member for lending and borrowing of securities

TERMINATION:- The relationship between Client and Clearing Member shall forthwith terminate if the Clearing Member for any reason ceases to be a Clearing Member under the circumstances as prescribed by the Clearing Corporation. Further, either of the parties shall be entitled to

terminate the relationship by giving prior written notice of at least one month to other party without assigning any reason. Such termination shall, however, not affect the liabilities / obligations of either party arising out of the transactions under the SLBS entered into prior to the date of the notice of termination.

AMENDMENT:- The rights and obligations contained in this document shall not be altered, amended and /or modified by the parties in a manner that shall be in contravention of the provisions of acts, rules, regulations, notices and circulars of Clearing Corporation / SEBI governing SLBS segment or derogatory to rights and obligations prescribed herein.

ARBITRATION:- The Clearing Member and the Client shall co-operate with each other and with the Clearing Corporation in redressing their grievances in respect of transactions under the SLBS. All disputes and differences or questions arising out of or in relation to relationship between the Client and Clearing Member including failure or breach thereof by any of the parties and/or of any matter whatsoever arising out of this rights and 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 in accordance with the procedures as prescribed by the SEBI/Clearing Corporation under the SLBS, the Circulars issued there under or Rules, Bye-laws and Regulations of Clearing Corporation.

GOVERNING LAW AND JURISDICTION:- The relationship between Clearing Member and a Client and all difference/disputes/claims arising thereto shall be governed by and construed in all respects in accordance with the laws of India. In relation to any legal action or proceedings to which the Clearing Corporation is a party, the parties 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 before an inconvenient forum. In relation to any legal action or proceedings to which Clearing Corporation 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.

CANCELLATION OF TRANSACTIONS:- Notwithstanding anything contained in the Agreement between Clearing Corporation and Clearing Member or in the Rights and Obligations statement of Clearing Member and the Client, the Clearing Corporation shall be entitled to cancel transactions under the SLBS, either on an application by a Clearing Member or suo moto or under regulatory directions, and in such an event, the transactions done on behalf of the Client shall ipso facto stand cancelled, and neither the Clearing Corporation nor the Clearing Member shall be liable to compensate the Client for any loss whatsoever (including opportunity loss) arising out of such cancellation.

DISCONTINUATION OF SLBS AND PARTICIPATION IN SLBS:- The Clearing Corporation shall be entitled to discontinue the SLBS or the participation of the Clearing Member 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 Clearing Corporation from time to time.

The words and expressions in this document are used for the purpose of convenience only and shall not affect the construction of the terms of this document. Words and expressions which are used in this document, unless the context required otherwise, have the same meaning as assigned thereto in the rules, bye-laws, regulations, circular, notices issued there under by Clearing Corporation / SEBI.

This Agreement is made and executed at Mumbai on this 17 day of April 2008.

National Securities Clearing Corporation Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at Exchange Plaza, Mumbai

FOR CREDIT (R. 9)  CREDIT CO-OP BANK LTD. MALAY PENINSULA, MALACCA, MALAYSIAN FEDERATION. D-5, STRAITS ROAD, 10000 KUALA LUMPUR.

M/s. **Motilal Oswal Securities Limited**, a body corporate, incorporated under the provisions of the Companies Act, 1956, having its registered office at 2nd floor, Palm Spring Centre, Palm Court Complex, New Link Road, Malad (W), Mumbai - 400 064, hereinafter referred to as "**Participant**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and legal representatives, as the case may be) of the **Other Part**.

The AI and the Participant shall hereinafter be jointly referred to as the "Parties" and severally as the "Party".

- i. The Securities and Exchange Board of India (hereinafter referred to as "SEBI") has formulated and issued the Securities Lending Scheme, 1997 (hereinafter referred to as "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.
- ii. The AI is registered as an approved intermediary under the SEBI Scheme and is, therefore, authorised to facilitate lending and borrowing of securities in accordance with the SEBI Scheme and



Circulars of SEBI 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".

- iii. Under the said SEBI Circular, there would be one master agreement with two individual parts. The first part of the agreement would be between the AI and the Participants and the second part of the agreement would be between the Participants and the Clients. Securities lending and borrowing can be undertaken by the Participants either on their own account or on account of the Clients registered with them by entering into an agreement with them.
- iv. Accordingly, in order to participate in the SLBS, the Participants are required to enter into this agreement with the AI which shall be referred to as "Part A".
- v. The Participant is desirous of participating in the SLBS and, therefore, has approached the AI and the AI has agreed to facilitate such participation subject to the terms and conditions contained herein.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1 LEGAL FRAMEWORK

- 1.1. Securities lending and borrowing shall be facilitated by the AI in accordance with the provisions of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder by the AI and the Rules, Byelaws and Regulations of the AI as a Clearing Corporation as applicable.
- 1.2. 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 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.
- 1.3. The provisions of the SEBI Scheme, Circulars of SEBI, Circulars of SEBI, SLBS and the Circulars issued thereunder and the Rules,



Byelaws and Regulations of the AI as a Clearing Corporation as applicable shall be deemed to be an integral part of this agreement and all the transactions under the SLBS by the Participant shall be strictly in accordance with thereof. 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 and Regulations of the AI as a Clearing Corporation as applicable, and this agreement, the provisions of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder and the Rules, Byelaws and Regulations of the AI as a Clearing Corporation, shall prevail over this agreement.

- 1.4. The provisions of this agreement shall become applicable to the SLBS or such other scheme as may be framed for securities lending and borrowing by the AI with the prior approval of SEBI or as may be permitted by SEBI unless otherwise specified by the AI.

1.5. Master Agreement

- 1.5.1. There shall be one Master Agreement with two individual parts viz. Part A and Part B.
- 1.5.2. This agreement constitutes Part A and the Participant and Client agreement constitutes Part B.
- 1.5.3. The format of Part B as prescribed by the AI is annexed to this agreement.
- 1.5.4. The provisions of this agreement shall form part and parcel of Part B. A certified true copy of Part A shall be annexed to Part B.
- 1.5.5. Under the SLBS, the agreement is only between the Participant and the AI and there is no privity of contract between the Participants inter se. Similarly, there is no privity of contract between Clients inter se.

2 ELIGIBILITY CRITERIA

- 2.1. Persons registered as Participants with the AI can participate in the SLBS.



- 2.2. The following persons shall be eligible to be registered as Participants: -
- 2.2.1. Persons admitted as Clearing Members by the AI as a Clearing Corporation.
- 2.2.2. Persons who are not prohibited from participating in SLBS under Clause 7.
- 2.2.3. Such other persons as may be specified by the AI from time to time.
- 2.3. The Participant shall be eligible to participate in the SLBS subject to fulfillment of such eligibility criteria.
- 2.4. The Participant shall fulfill such conditions as may be prescribed by the AI from time to time.
- 2.4.1. Without prejudice to the generality of the above clause, all Participants shall maintain a minimum deposit as prescribed by the AI from time to time which shall be used towards meeting the obligations and liabilities of the Participant arising by virtue of its participation in the SLBS.
- 2.5. The Participant must be entitled to lend or borrow the securities. There should be no restrictions whatsoever, whether statutory or otherwise, on the power to participate in the SLBS either as a lender or a borrower.
- 2.6. Persons who are registered as Participants are entitled to apply for de-registration and the AI may, subject to such terms and conditions as it may prescribe, de-register the Participant.
- 2.7. A person shall cease to be Participant under such circumstances as may be specified by the AI from time to time.

3 ELIGIBLE SECURITIES

Lending and borrowing shall be permitted only in the securities as specified by SEBI or the AI from time to time.



4 CONDITIONS PRECEDENT FOR EXECUTION OF CLIENT ORDERS

Prior to undertaking lending or borrowing of securities on account of the Clients, the Participant shall enter into Part B of the Master Agreement with the respective Clients and fulfill such other conditions as may be prescribed under the SLBS and Circulars issued thereunder.

5 TENURE OF LENDING / BORROWING

The tenure of lending and borrowing of securities shall be specified in the Circulars as may be issued by the AI from time to time. Such tenure shall be liable to change as and when so determined by SEBI or the AI.

6 SETTLEMENT AND RISK MANAGEMENT

- 6.1. The Participant and the Client shall be bound by the settlement schedule as prescribed by the AI from time to time and transactions shall be settled in such manner as specified by the AI from time to time.
- 6.2. The Participant and the Client shall not have any right to recall of securities outside the lending and borrowing schedule as prescribed by the AI from time to time.
- 6.3. The transactions under SLBS shall be subject to such margins and position limits as may be specified by the AI from time to time.
- 6.4. Failure to deliver funds and / or securities shall be subject to such action as may be prescribed by the AI.
- 6.5. The Rules, Byelaws, Regulations, or Circulars of the AI as a Clearing Corporation shall apply to the SLBS to the extent applicable.

7 PROHIBITION FROM PARTICIPATING IN SLBS

- 7.1. The Participant is prohibited from participating in the SLBS under the following circumstances:-
 - 7.1.1. If the Participant has been suspended or expelled by the stock exchange or the Clearing Corporation of which it is a member or if the trading / clearing facility of the Participant



is withdrawn by the stock exchange or the Clearing Corporation as the case may be;

- 7.1.2. If the Participant has surrendered its membership of the stock exchange or the Clearing Corporation of which it is a member;
- 7.1.3. If the Participant has been declared a defaulter by the stock exchange or the Clearing Corporation;
- 7.1.4. If the AI comes to know that any legal proceeding is commenced against the Participant or by the Participant with respect to itself seeking declaration of insolvency, winding up, dissolution, merger, amalgamation or other relief with respect to it or its debts under any law for the time being in force or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official for any substantial part of its property, or any order for relief shall be passed against the Participant under any bankruptcy, composition, insolvency or under any other similar proceedings for the time being in force. Where the Participant is a bank, in addition to the foregoing, any comparable event occurs, or any supervisory authority of the bank commences any proceeding or seeks or orders any comparable relief or takes any comparable action;
- 7.1.5. If the Participant consents to any relief under the above clause or to the appointment of or taking possession by any official under the above clause in any case or other proceedings commenced against it, or makes a general assignment for the benefit of creditors, or fails generally to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due, or takes any action in furtherance of any of the foregoing, or, in addition to the foregoing, where the Participant is a bank, any comparable event occurs or the Participant takes any comparable action (including any request for relief from any supervisory authority).

- 7.2. Any person who is barred by SEBI from accessing the Capital Market shall be prohibited from participating in the SLBS during the barred period.



- 7.3. A Participant may be prohibited from participating in the SLBS under such other circumstances as may be specified by the AI from time to time.

8 CONSIDERATION

In consideration of the AI providing full-fledged securities lending and borrowing under the SLBS, the AI shall be entitled for such fees, charges, levies, penalties and / or any other charges whether statutory or otherwise as prescribed by the AI in its Circulars from time to time.

9 RIGHTS OF THE AI

9.1. Liquidation of Collateral

The AI is authorised by the Participant to liquidate, in its sole discretion, the assets deposited by the Participant as collateral or towards margins in such manner as may be prescribed by the AI in its Circulars from time to time in the event of the failure of the Participant to meet its obligations.

9.2. Fees and Charges

The AI shall be entitled to charge such fees, transaction charges, taxes, duties, regulatory levies, expenses, reimbursements or such other charges from the Participant, whether statutory or otherwise, as may be specified by it in its Circulars from time to time and the same shall be subject to change at the discretion of the AI. The AI may authorise National Stock Exchange of India Limited (NSEIL) to administratively collect the same from the Participant in such manner as may be specified.

9.3. Cancellation of Transactions

Notwithstanding anything contained in the Master Agreement, the AI shall be entitled to cancel the transactions under the SLBS, either on an application by the 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.



9.4. 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.

9.5. Withdrawal of Access

Notwithstanding any other provisions of this agreement, the AI has the right to withdraw the access of the Participant to the order matching platform of the AI for breach of the Master Agreement or the SLBS or the Circulars issued thereunder, or if it is detrimental to the interest of the AI and /- or under regulatory directions (including directions from SEBI) without terminating this agreement. Such a withdrawal of access shall be without any notice and shall be for such period as may be determined by the AI.

9.6. Close-out of transactions

The AI has a right to financially close-out such transactions at appropriate rates so as to act as a sufficient deterrent against failure to deliver securities.

9.7. Imposition of Penalties or Fines

The AI has a right to impose penalties or fines or such other charges on the Participant for violation of the requirements under SLBS and Circulars issued thereunder from time to time.

9.8. Amendment

The AI has a right to add, modify or amend any part of this agreement by way of Circulars.

10. OBLIGATIONS OF THE AI

10.1. To Abide by Law

The AI shall abide by the SEBI Scheme and the Circulars of SEBI from time to time with regard to securities lending and borrowing.



10.2. Provision of Order Matching Platform

The AI shall provide automated, screen-based, order matching platform and clearing and settlement facility to the Participants for execution and settlement of the transactions under the SLBS.

10.3. To Guarantee Settlement Obligations

The AI shall guarantee the return of securities to the lender and the delivery of securities to the borrower or financial compensation in lieu thereof, computed in such manner as may be specified by the AI in the SLBS or Circulars issued thereunder from time to time.

10.4. Books of Accounts and Inspection

The AI shall maintain and make available to SEBI such information, books of accounts, documents, returns and reports as may be specified by SEBI from time to time.

10.5. Dissemination of Information

The Circulars issued by the AI and the information flowing from the AI to the Participant shall be communicated and disseminated through the order matching platform of the AI.

11. OBLIGATIONS OF THE PARTICIPANT

11.1. Compliance with "Know Your Clients"

The Participant shall comply with "Know Your Client" norms specified by SEBI or the AI from time to time. It shall also obtain a copy of the Permanent Account Number (PAN) issued by the Income Tax Department from each Client and do the verification of the PAN with the original PAN. The Participant shall collect, maintain and produce the required details of the Client from time to time before the relevant authorities as and when required.

11.2. 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.



Handwritten signature

11.3. Securities lent to be Unencumbered

The Participant shall warrant that the securities lent are free from any lien, charge, pledge or any encumbrance(s) of whatsoever nature. In the event the Participant is unable to lend the securities, such default shall be dealt with in accordance with the provisions of the Circulars of SEBI or the AI issued from time to time.

11.4. Collateral

11.4.1. The Participant shall deposit the required collateral with the AI free from defect in title or encumbrance(s) in the form of cash, bank guarantee, fixed deposit receipts of bank(s) or such other securities as may be specified by the AI from time to time. If any defect in title or encumbrance(s) over the collateral deposited with the AI is found subsequently, such collateral shall be immediately replaced by the Participant.

11.4.2. The Participant shall replenish any shortfall in the value of the collateral as may be required within the time frame as may be specified by the AI from time to time.

11.5. Exposure / Position Limits

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

11.6. Default and Consequences of Default

If the Participant fails to meet its obligations (funds and/or securities) or margin requirements arising from time to time, the Participant shall be deemed to be a defaulter for this purpose and the AI shall, in addition to such recourse as may be available to it under the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder and Rules, Byelaws and Regulations of the AI as a Clearing Corporation as applicable, have the right to liquidate the collateral and margin deposited by the Participant as a Clearing Member of the Clearing Corporation in order to close the transactions under the SLBS executed on the order matching platform of the AI to fulfill its obligations as specified by the SEBI Scheme Circulars of SEBI, SLBS and the Circulars issued thereunder and Rules, Byelaws and Regulations of the AI as a



Clearing Corporation as applicable. Any losses suffered by the AI in meeting the said obligations shall be recovered from the Participant through such mode as may be prescribed under the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder and Rules, Byelaws and Regulations of the AI as a Clearing Corporation. Without prejudice to the foregoing, in the event of a Participant being declared a defaulter, the AI as a Clearing Corporation, shall, in addition to taking such steps as may be necessary for recovery of the loss suffered by it, be entitled to take appropriate disciplinary action as may be permissible against the defaulter Participant as a Clearing Member under the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued thereunder and Rules, Byelaws and Regulations of the AI as a Clearing Corporation.

11.7. Return of Securities

The Participant shall return the equivalent number of the securities of the same type and class borrowed by it along with corporate benefits, if any, within the time specified by the AI in the Circulars issued from time to time.

11.8. Settlement Procedure

The Participant shall be bound by the clearing and settlement procedures prescribed by the AI from time to time. Such procedures shall include deposit of collateral and replenishment of the collateral from time to time, close-out of transactions upon failure of the Participant to meet its obligations.

11.9. Books of Accounts and Inspection

The Participant shall maintain and make available for inspection such books of accounts, documents, information, and reports as may be specified by the AI from time to time.

11.10. Code of Conduct

The Participant shall abide by the Code of Conduct as may be prescribed by SEBI or the AI from time to time.



11.11. Payment of Fees and Charges

Participants shall be liable to pay such fees, transaction charges, taxes, duties, regulatory levies, expenses, reimbursements or such other charges, whether statutory or otherwise, as may be specified by the AI from time to time. Unless otherwise specified, amounts so payable by the Participants may be debited from the Participant's relevant designated bank account. In case of debit, if the amount standing to the credit of such designated bank account is insufficient, the Participant shall remain liable to the AI for any such deficiency.

12. RIGHTS OF THE PARTICIPANT

- 12.1. The Participant shall be entitled to carry on the business of securities lending and borrowing on its own account or on account of any of its Clients subject to fulfillment of the required norms specified by the AI.
- 12.2. The Participant, as a borrower, shall be entitled to receive securities or financial compensation in lieu thereof, computed in such manner as may be specified by the AI from time to time. Where the Participant, deposits securities approved by the AI as collateral, the Participant shall be entitled to receive from the AI, the collateral.
- 12.3. The Participant, as a lender, 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.
- 12.4. The Participant, as a lender, shall be entitled to receive lender's fee for the securities lent.

13. DURATION AND TERMINATION

- 13.1. This agreement shall remain in force unless terminated by the AI.
- 13.2. The AI can terminate this agreement at any time without giving any reason or notice to the Participant. Such termination shall, however, not affect the liabilities/obligations of either party arising out of the transactions under SLBS entered into prior to the date of the notice of termination.



14 CONSEQUENCES OF TERMINATION

- 14.1. The Participant shall cease to participate in the SLBS on termination of this agreement.
- 14.2. The Participant shall not enter into transactions under SLBS with any of its Client or other third party upon termination of this agreement.
- 14.3. Notwithstanding the termination of this agreement, the provisions in Clauses 2, 3, 5, 10, 14 and 16 shall survive the termination of this agreement.

15 DISCLAIMER

- 15.1. The obligation of the AI shall be limited to providing a platform for lending and borrowing of securities, and nothing herein contained shall constitute an obligation on the part of the AI to ensure that any particular security or any type or quantity of securities is available for lending or borrowing by the Participants.
- 15.2. Nothing herein contained shall exempt the AI from discharging any obligations imposed on the AI by any law, regulations and guidelines.

16 INDEMNITY

- 16.1. The Participant shall, at its own cost and expense, indemnify, defend or at its option settle and hold the AI free and harmless from and against including but not limited to any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, relating to, resulting from or in any way arising out of -
 - 16.1.1. Breach or material breach of any of the Participant's representations, warranties or obligations contained herein including loss or damage arising out of willful misconduct or negligence.
 - 16.1.2. Any action of the Participant not authorised or permitted under this agreement.



- 16.1.3. Any claim, suit or proceeding brought against the AI for any harm, loss or injury suffered by any third party in respect of the agreement.

17 NOTICE

- 17.1. Any communication sent by the AI to the Participant shall be deemed to have been properly delivered or served, if the same is sent to the ordinary business address and/or ordinary place of residence and/or last known address of the Participant, in any one or more of the following ways:-

- 17.1.1. by post;
- 17.1.2. by registered post;
- 17.1.3. under certificate of posting;
- 17.1.4. by speed post/courier;
- 17.1.5. by telegram;
- 17.1.6. by affixing it on the door at the last known business or residential address;
- 17.1.7. by oral communication to the Participant in the presence of a third person;
- 17.1.8. by advertising it in at least one prominent daily newspaper having circulation in the area where the last known business/residential address of the Participant is situated;
- 17.1.9. by sending a message through the Order Matching System;
- 17.1.10. by electronic mail or fax;
- 17.1.11. by hand delivery.

- 17.2. Any communication sent by the Participant to the AI shall be made in any one or more of the following ways:-

- 17.2.1. by post (registered or speed) or courier;



- 17.2.2. by telegram;
- 17.2.3. by electronic mail or fax;
- 17.2.4. by hand delivery.

18 NON-WAIVER

No forbearance to exercise or failure to exercise or delay in exercising any right, power or remedy vested in this agreement shall constitute a waiver by that party of that or any other right, remedy or power.

19 ASSIGNMENT

The Participant shall not assign this agreement or any part thereof or any benefit or interest therein. The AI shall have the right to assign this agreement or any part thereof or any benefit or interest therein in favour of any of its successors/assigns. In the event of any such assignment, the rights and obligations of the AI under this agreement shall stand transferred in the name of such successors or assigns.

20 HEADINGS

The headings of the clauses are used for the purpose of convenience only and shall not affect the construction of the clauses or this agreement.

21 STAMP DUTY

Stamp duty, if any, applicable/payable on this agreement shall be borne by the Participant.

22 GOVERNING LAW AND JURISDICTION

- 22.1. This agreement shall be governed by and construed in all respects in accordance with the laws of India.
- 22.2. In relation to any legal action or proceedings to enforce this agreement, the parties 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.



23 EFFECTIVE DATE

This agreement shall be effective as of the date first set forth above once executed by or on behalf of both parties from the date of execution and with immediate effect the Participant shall be eligible to participate in the SLBS from such date the AI permits the Participant to participate in the SLBS subject to the terms and conditions as prescribed by the AI from time to time.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the day and the year first above written.

Signed and Delivered for and on behalf of NATIONAL SECURITIES CLEARING CORPORATION LIMITED by its Authorised Signatories Signed and Delivered for and on behalf of the MOTILAL OSWAL SECURITIES LIMITED by its Authorised Signatories

or National Securities Clearing Corporation Ltd.

Authorised Signatories

For MOTILAL OSWAL SECURITIES LTD.

Authorised Signatory.

In the presence of

1. ROHIT PATKI
2. SONAL N THAKTHARE

In the presence of

1. Manjula Joshi
2. Christina Fernandes.

... .. (...)

- iv) In terms of the Securities Lending Scheme, every SLB Member desirous of engaging in the business of securities lending and borrowing on its own account and/or on behalf of its clients is required to enter into an agreement with AI in the prescribed form.
- v) Under the said Securities Lending Scheme, there would be an agreement between the AI and SLB Member (hereinafter referred as "Agreement).
- vi) The AIs shall frame a rights and obligations document laying down the rights and obligation of CMs and clients for the purpose of lending and borrowing of securities. The rights and obligation document shall be mandatory and binding on the CMs and the clients for executing trade in the SLB framework.
- vii) The SLB Member has accordingly approached ICCL for availing of the SLB Business extended by ICCL as an AI.
- viii) ICCL has agreed to extend its SLB Business to the SLB Member on the terms and conditions hereinafter recorded.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1 LEGAL FRAMEWORK.

- 1.1 Unless the context otherwise requires, the words and expressions used herein shall have the same meaning as defined in the Securities Contracts (Regulation) Act, 1956 or the Securities and Exchange Board of India Act, 1992 or Securities Lending Scheme or the Depositories Act, 1996 or the rules and regulations made there under respectively, or notices, directions, orders and Circulars issued by SEBI and/or ICCL and/or BSE or the Rules, Bye-laws and Regulations.
- 1.2 The provisions of the Securities Lending Scheme and the Circulars issued by the SEBI from time to time and Rules, Bye-laws and Regulations and/or notices, circulars, guidelines of ICCL and/or of BSE shall be deemed to be an integral part of this agreement and all the transactions under the SLB Business, shall be strictly in accordance therewith. In the event of any conflict or contradiction between the provisions of the Securities Lending Scheme, Circulars, notices, directions, orders, Rules, Bye-laws and Regulations of ICCL and/or of the BSE, and this Agreement, the provisions of the Securities Lending Scheme, (or any amendments thereto or any clarification thereof) the statute, rules, regulations, bye-laws or scheme occurring sequentially earlier in the above list shall prevail over the one occurring sequentially subsequent thereto over this Agreement.
- 1.3 The provisions of these presents shall form part and parcel of 'Rights and Obligations' document. A certified true copy of these presents shall be annexed to 'Rights and Obligations'.
- 1.4 Under the SLB Business, the agreement is only between the SLB Member and AI and there is no privity of contract between the SLB Members inter-se. Similarly, there is no privity of contract between Clients inter-se.

For MOTILAL Oswal Securities Ltd.



- 1.5 The provisions of this agreement shall become applicable to the SLB Scheme or such other scheme as may be framed for securities lending and borrowing by the AI.

2. ELIGIBILITY CRITERIA.

- 2.1 SLB Members signing this Agreement with the AI can participate in the SLB Business.
- 2.2 The following persons shall be eligible to be registered as SLB Members:-
- 2.2.1 Persons permitted to engage in the business of Securities Lending and Borrowing by SEBI from time to time.
- 2.2.2 Persons who are not prohibited from participating in SLB Business under Clause 7 of these presents.
- 2.2.3 Such other persons as may be specified by the AI from time to time.
- 2.3 The SLB Member shall be entitled to lend or borrow the securities. There should be no restrictions whatsoever, whether statutory or otherwise, on the power to participate in the SLB Business either as a lender or borrower.
- 2.4 Person who is registered as SLB Member is entitled to apply for de-registration and the AI may, subject to such terms and conditions as it may prescribe, de-register the SLB Member.
- 2.5 The SLB Member shall at all times satisfy the requirements as informed by AI from time to time.
- 2.6 A person shall cease to be SLB Member under such circumstances as may be specified by AI from time to time.

3. ELIGIBLE SECURITIES.

Lending and borrowing shall be permitted only in securities as specified by SEBI / ICCL / BSE from time to time.

4. CONDITION PRECEDENT FOR EXECUTION OF CLIENTS ORDERS

- 4.1 Prior to undertaking lending or borrowing of securities on account of the Clients, the SLB Member shall provide the 'Rights and Obligations' document to the Clients and fulfill such other conditions as may be prescribed under the Securities Lending Scheme and Circulars issued thereunder.

5. TENURE OF LENDING / BORROWING.

The tenure of lending and borrowing of securities shall be specified in the circulars/ notices. Such tenure shall be liable to change from time to time as determined by SEBI and /or ICCL after giving due notice to the SLB Member.

6. SETTLEMENT AND RISK MANAGEMENT

For Motilal Oswal Securities Ltd.

[Signature]
Director



[Signature]

- 6.1 The SLB Member and the Client shall be bound by the settlement schedule as prescribed by the AI from time to time and transactions shall be settled in such manner as specified by the AI from time to time.
- 6.2 The SLB Member and the Client shall not have any right to recall of securities outside the lending and borrowing schedule as prescribed by the AI from time to time.
- 6.3 The transactions under SLB Business shall be subject to such margins and position limits as may be specified by the AI from time to time.
- 6.4 Failure to deliver funds and / or securities shall be subject to auction and / or close-out at rates declared by the AI.
- 6.5 The Rules, Bye-laws and Regulations and Circulars/ notices issued by ICCL/BSE shall apply to the SLB Business to the extent applicable.

7. PROHIBITION FROM PARTICIPATING IN SLB BUSINESS

- 7.1 The SLB Member shall be prohibited from participating in the SLB Business under the following circumstances:-
 - 7.1.1 If the SLB Member has been suspended or expelled by the stock exchange or the clearing corporation of which it is a member or if the trading/clearing facility of the SLB Member is withdrawn by the stock exchange/clearing corporation, as the case may be;
 - 7.1.2 If the SLB Member has been suspended or expelled by the stock exchange/clearing corporation of which it is a member;
 - 7.1.3 If the SLB Member has surrendered its membership of the stock exchange or the clearing corporation of which it is a member.
 - 7.1.4 If the SLB Member has been declared a defaulter by the stock exchange or the clearing corporation;
 - 7.1.5 If any legal proceeding is commenced against the SLB Member or by the SLB Member for seeking declaration of insolvency of SLB Member, winding up, dissolution, or for other relief under any law for the time being in force for seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official for any substantial part of its property, or any order is passed against the SLB Member under any bankruptcy, composition, insolvency or under any other similar proceedings for the time being in force. Where the SLB Member is a bank, in addition to the foregoing, any comparable event occurs, or any supervisory authority of the bank commences any proceeding or seeks or orders any comparable relief or takes any comparable action;



For Motilal Oswal Securities Ltd.

[Signature]
Director

[Signature]

7.1.6 If the SLB Member consents to any relief under above clause or to the appointment of or taking possession by any official under above clause in any case or other proceeding commenced against it, or makes a general assignment for the benefit of creditors, or fails generally to pay its debts as they become due, or admits in writing its inability to pay its debts as they become due, or takes any action in furtherance of any of the foregoing, or, in addition to the foregoing, where the SLB Member is a bank, any comparable event occurs or the SLB Member takes any comparable action (including any request for relief from any supervisory authority).

7.2 Any person who is barred by SEBI from accessing the Capital Market shall be prohibited from participating in the SLB Business.

7.3 A SLB Member may be prohibited from participating in the SLB Business under such other circumstances as may be specified by AI from time to time.

8. CONSIDERATION:

8.1 In consideration of the ICCL providing the full-fledged securities lending and borrowing scheme under the Securities Lending Scheme, ICCL shall be entitled for such fees/charges/levies/penalties and/or any other charges whether statutory or otherwise as prescribed in Rules, Bye-laws and Regulations and the notices/circulars issued by ICCL/BSE from time to time, as the case may be.

9. RIGHTS OF ICCL.

9.1 Liquidation of Collateral.

ICCL is authorized by SLB Member, to liquidate, in its sole discretion, the assets deposited by the SLB Member as collateral or towards margins in the event of his /their failure to meet the obligations, in any manner prescribed by notices/directions/instructions, orders and Circulars issued by ICCL and/or BSE from time to time or the Rules, Bye-laws and Regulations of ICCL/BSE in this regard.

9.2 Fees and Charges.

9.2.1 ICCL shall be entitled for the fees, charges, taxes, duties, regulatory levies, expenses and reimbursements etc whether statutory or otherwise as may be specified by ICCL/BSE from time to time and the same shall be subject to change at the sole discretion of ICCL/BSE.

For MOTILAL Oswal Securities Ltd.

[Signature]
Director



[Signature]

9.2.2 Under the instructions and/or direction of ICCL, the SLB member shall pay to BSE such fees, charges, taxes, duties, regulatory levies, expenses and reimbursements as may be specified by ICCL/BSE from time to time for the services provided under SLB Business.

9.3 Cancellation of Transactions.

Notwithstanding anything contained in the Master Agreement, ICCL shall be entitled to cancel SLB transactions suo moto or under the regulatory guidelines, all such SLB transactions shall ipso facto stand cancelled, and in such event neither ICCL nor the SLB member shall be liable to compensate the Client for any loss (including any opportunity loss) arising out of such cancellation.

9.4 Discontinuation of SLB Business.

The ICCL shall be entitled to discontinue SLB business or the participation of the SLB member in SLB Business at any time at its discretion. Such discontinuation may be subject to such terms and conditions as ICCL may specify from time to time.

9.5 Withdrawal of Access.

Notwithstanding any other provisions of this agreement, The ICCL has the right to withdraw the access of the SLB Member to the trading platform of SLB Business of the AI for breach of the terms and conditions of Master Agreement or the Securities Lending Scheme or the circulars issued thereunder, or if it is detrimental to the interest of the AI and / or under regulatory directions (including directions from SEBI), without terminating this agreement. Such a withdrawal of access shall be without any notice and shall be for such period as may be determined by the AI.

9.6 Close-out of transactions

The AI has a right to financially close-out such transactions at appropriate rates so as to act as a sufficient deterrent against failure to deliver securities.

9.7 Imposition of Penalties or Fines

The AI has a right to impose penalties or fines or such other charges on the SLB Members for violation of the requirements under SLB Business and Circulars issued thereunder from time to time.

9.8 Amendment:

The ICCL has a right to add, modify or amend any part of this agreement by way of circulars and notices. Such circular and notices shall be deemed to be part of this agreement.

10. OBLIGATIONS OF ICCL.

10.1 To Abide By Law.

ICCL shall abide by the Securities Lending Scheme and the guidelines, circulars issued by SEBI from time to time with regard to SLB Business.



10.2 Provision of Order Matching SLB Trading Platform.

ICCL shall provide automated, screen based, order matching trading platform for SLB Business and clearing and settlement facility to the SLB Members for execution/settlement of lending and borrowing of securities.

10.3 To Guarantee Settlement Obligations.

ICCL shall guarantee the settlement obligations of all the SLB transactions executed on SLB Business by the SLB Member in the manner specified by Securities Lending Scheme and/or ICCL and /or SEBI and/or BSE from time to time.

10.4 Books of Accounts and Inspection.

The ICCL shall maintain and make available to SEBI such information, books of accounts, documents, return and reports as may be specified by SEBI from time to time.

10.5 Payment of Fees etc. to BSE

In the event SLB member is paying such fees, charges, taxes, duties, regulatory levies, expenses and reimbursements as specified in this agreement to the BSE, ICCL has no objection to it and its acceptable to ICCL subject to SLB Member shows the necessary receipts, which has been issued by BSE for such payments.

10.6 Dissemination of Information.

The circulars, notices, guidelines or any other information flowing from ICCL to its SLB Member shall be communicated and disseminated through BSE's system.

11. OBLIGATIONS OF THE SLB MEMBER.**11.1 Compliance With KYC Norms.**

The SLB Member shall comply with the "Know Your Client" norms specified by the SEBI and/or ICCL from time to time. It shall obtain a copy of the Permanent Account Number (PAN) issued by the Income Tax Department from each client and do the verification of the PAN with the original PAN. The SLB Member shall collect, maintain and produce the required details of his client from time to time before the relevant authorities as and when required.

11.2 Issue of Confirmation Memo.

The SLB Member shall upon execution of client's transactions on SLB trading platform shall issue confirmation memo or any such other document to the client within such time as may be prescribed by ICCL from time to time.

11.3 Securities Lent to be Unencumbered.

The SLB Member shall warrant that the securities lent are free from any lien, charge, pledge or any encumbrances of whatsoever nature. In the event the SLB

For MOTILAL Oswal Securities Ltd.

Director



Member is unable to lend the securities, such default shall be dealt with in accordance with the provisions of the notices, directions, orders and circulars issued by SEBI and/or ICCL and/or BSE from time to time or the Rules, Bye-laws and Regulations.

11.4 Collateral.

11.4.1 The SLB Member shall deposit the required collateral with ICCL/BSE free from defect in title or encumbrances in the form of cash, bank guarantee, government securities or fixed deposit receipts of bank(s) or other securities as may be specified by ICCL/BSE from time to time. If any defect in title or encumbrance/s over the collateral (securities) deposited with ICCL/BSE is found subsequently, such collateral shall be immediately replaced by the SLB member.

11.4.2 The SLB Member shall replenish any shortfall in the value of the collateral as may be required, within the time frame that may be specified by ICCL/BSE, from time to time.

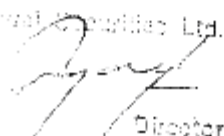
11.5 Exposure / Positions Limits.

The SLB Member agrees to abide by the exposure/position limits, if any, set by the SEBI or ICCL/BSE from time to time

11.6 Default and Consequences of Default.

If the SLB Member fails to meet his obligations (funds and/or securities) or margin requirements arising from time to time, the SLB Member shall be deemed to be a defaulter for this purpose and ICCL/BSE shall, in addition to such recourse as may be available to ICCL/BSE under the relevant notices, directions, orders and circulars issued by SEBI and/or ICCL and/or BSE or the Rules, Bye-laws and Regulations, have the right to liquidate the collateral and margin deposited by the SLB Member in order to close the settlement of SLB transactions to fulfill his/ their obligations as specified by the Securities Lending Scheme or notices, directions, orders and circulars issued by SEBI and/or ICCL and/or BSE or the Rules, Bye-laws and Regulations. Any losses suffered by ICCL/BSE in meeting the said obligations shall be recovered from the SLB Member through such mode as may be prescribed under the notices, directions, orders and circulars issued by SEBI and/or ICCL and/or BSE or the Rules, Bye-laws and Regulations. Without prejudice to the foregoing, in the event of a SLB Member being declared a defaulter, ICCL/BSE shall, in addition to taking such steps as may be necessary for recovery of the loss suffered by it, be entitled to take appropriate disciplinary action against the defaulter SLB Member as may be permissible under its notices, directions, orders and circulars issued by SEBI and/or ICCL and/or BSE or the Rules, Bye-laws and Regulations.

For MOTILAL Oswal Securities Ltd.


Director





11.7 Settlement Procedure.

The SLB Member agrees that the transactions entered in the SLB Business by it shall be settled as per the notices, directions, orders and circulars issued by ICCL and/or BSE from time to time or the Rules, Bye-laws and Regulations.

11.8 Return of Securities:

The SLB Member shall return the equivalent number of the securities of the same type and class borrowed by it along with corporate benefits, if any, within the time specified by the AI, from time to time.

11.9 Books of Accounts and Inspection.

The SLB Member shall maintain and make available for inspection such books of accounts, documents, information, and reports as may be specified by AI and Securities Lending Scheme from time to time and extend co-operation to AI.

11.10 Code of Conduct

SLB Member shall abide by the Code of Conduct as may be prescribed by SEBI or ICCL/BSE from time to time.

11.11 Payment of Fees and Charges

SLB Members shall be liable to pay such fees, transaction charges, taxes, duties, regulatory levies, expenses, reimbursements or such other charges, whether statutory or otherwise, as may be specified by the AI from time to time. Unless otherwise specified, amounts so payable by the SLB Members may be debited from the SLB Member's relevant designated bank account. In case of debit, if the amount standing to the credit of such designated bank account is insufficient, the SLB Member shall remain liable to the AI for any such deficiency.

12. RIGHTS OF THE SLB MEMBER:**12.1 Participation into SLB Business.**

The SLB Member shall be entitled to carry on the business of lending and borrowing on its own account or on account of any of its clients subject to fulfillment of the required norms specified by AI.

For Motilal Oswal Securities Ltd.

[Signature]
Director



- 12.2 The SLB Member, as a borrower, shall be entitled to receive securities or financial compensation in lieu thereof, calculated in such manner as may be specified by AI from time to time. Where the SLB Member, deposits securities approved by the AI as collateral, the SLB Member shall be entitled to receive from the AI such collateral.
- 12.3 The SLB Member, as a lender, shall be entitled to receive the securities lent or financial compensation in lieu thereof, calculated in such manner as may be specified by AI from time to time.
- 12.4 The SLB Member, as a lender, shall be entitled to receive lender's fee for the securities lent.
- 12.5 General Rights:

Notwithstanding any other provisions of this Agreement and 'Rights and Obligations' document, the SLB Member shall be entitled to have all the rights that are conferred on him from time to time by Securities Lending Scheme, circulars, notices, orders, directions issued by SEBI/ICCL/BSE from time to time and the Rules, Bye-laws, and Regulations.

13. INDEMNITY.

- 13.1 The SLB Member shall, at its own cost and expense, indemnify, defend or at its option settle and hold ICCL/BSE free and harmless from and against including but not limited to any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, relating to, resulting from or in any way arising out of:-
- 13.1.1 Breach or material breach of any of The SLB Member's representations, warranties or obligations contained herein including loss or damage arising out of willful misconduct or negligence.
- 13.1.2 Any action of the SLB Member not authorized or permitted under this Agreement.
- 13.1.3 Any claim, suit or proceeding brought against ICCL/BSE for any harm, loss or injury suffered by any Third Party in respect of the Agreement.

14. DURATION AND TERMINATION.

- 14.1 This agreement shall remain in force unless terminated by ICCL.
- 14.2 The AI can terminate this agreement at any time without giving any reason or notice to the SLB Member. Such termination shall, however, not affect the liabilities/obligations of either party arising out of the transactions under SLB Business entered into prior to the date of the notice of termination.

For MOTILAL OSWAL Securities Ltd.

[Signature]
Director



15. CONSEQUENCES OF TERMINATION.

- 15.1 The SLB Member shall forthwith cease to use the online SLB trading platform on termination of this Agreement.
- 15.2 The SLB Member shall not enter into SLB Business under the Securities Lending Scheme with any of its client or other third party after termination of this Agreement.
- 15.3 Notwithstanding the Termination of this Agreement the provisions in Clauses 9, 11.6, 13, 15, 17 and 19 shall survive the termination of this Agreement.

16. DISCLAIMER.

- 16.1 ICCL's obligation shall be limited to providing a platform for lending and borrowing of securities, and nothing herein contained shall constitute an obligation on the part of ICCL to ensure that any particular security or any type or quantity of securities is available for lending or borrowing by SLB Members.
- 16.2 Nothing herein contained shall exempt ICCL from discharging any obligations imposed on ICCL by any law, regulations and guidelines.

17. GOVERNING LAW AND JURISDICTION.

- 17.1 This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of India.
- 17.2 In relation to any legal action or proceedings to enforce this Agreement, the Parties 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.

18. GENERAL.**18.1 No Waiver.**

Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in this Agreement shall constitute a waiver by that Party of that or any other right, remedy or power.

18.2 Assignment.

The SLB Member shall not assign this Agreement or any part thereof or any benefit or interest therein. The ICCL shall have the right to assign this Agreement or any part thereof or any benefit or interest therein in favour of any its successors and / or assigns. In the event of any such assignment, the rights and obligations of the party under this Agreement shall stand transferred in the name of such successors or assigns.

18.3 Authorization.

For

[Signature]
 Director

[Signature]

This Agreement shall not be binding upon ICCL or the SLB Member unless executed by an authorized officer of ICCL or the SLB Member (as applicable). ICCL and the SLB Member, and the persons executing this Agreement on this behalf, represent that the persons executing this Agreement have been and are duly authorized by all necessary and appropriate corporate or other action to execute this Agreement on behalf of ICCL and the SLB Member, respectively.

18.4 Effective Date.

This Agreement shall be effective as of the date first set forth above once executed by or on behalf of both Parties and with immediate effect the SLB Member shall be eligible to participate in the SLB Business under the Securities Lending Scheme, subject to fulfillment of the provisions and stipulations of the notices, directions, orders and Circulars issued by SEBI and/or ICCL and/or BSE or the Rules, Bye-laws and Regulations of BSE.

18.5 Headings.

The headings of the clauses are used for the purpose of convenience only and shall not affect the construction of the clauses or this Agreement.

18.6 Stamp Duty.

Stamp duty, if any, applicable / payable on this Agreement, shall be borne by the SLB member.

19. NOTICES.

Any notice to be given by any Party to this Agreement shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post or through a delivery service/courier or by issue of Circular or by electronic mail or by advertising in any prominent daily newspaper:

To ICCL at:
Address

Indian Clearing Corporation Ltd.
BSE Ltd. 25th Floor, Phiroze Jeejeebhoy Towers, Dalal
Street, Fort, Mumbai - 400 001

Fax

+91 22 2272 3130/3035

To the SLB Member
at:

Mr. Ajay Menon
Motilal Oswal Tower, Rahimtullah Sayani Road,
Opposite Parel ST Depot, Prabhadevi, Mumbai-
400025

Fax



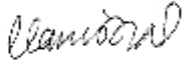
For MOTILAL OSWAL SECURITIES LTD.

[Handwritten signature]

Email: neeraj.agarwal@motilaloswal.com

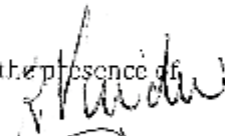
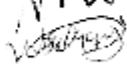
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Signed and Delivered for and on behalf
of Indian Clearing Corporation Ltd
(ICCL)



Its Authorised Signatory,

In the presence of

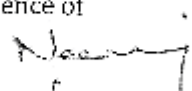
1. 
2. 

Signed and Delivered for
by , Motilal Oswal Securities Limited

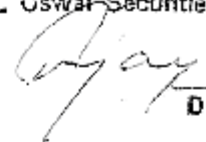


Ajay Menon

In the presence of

1. 
2. 

For MOTILAL Oswal Securities Ltd.


Director

Do's and Don'ts which are relevant for operation of Trading / Demat account with MOFSL:**DO's**

Issue cheque(s) towards margin / pay-in obligation of funds only in the name of "Motilal Oswal Financial Services Ltd".

Transfer securities against Pay-in obligations only in designated Demat Accounts of Motilal Oswal Financial Services Ltd.

Any receivables from MOFSL on account Pay-out shall be from Bank / Demat Account from MOFSL only and not from Authorised Person / Advisor.

Ensure that no separate fees, charges, commissions or any consideration is paid to Authorised Person / Advisor; other than what is payable to MOFSL.

Make payments of bills/ dues in time to avoid delayed payment burden or Risk Management actions.

Check ledger, derivative position, Demat statement and your account details at regular intervals.

Ensure that all your trades and Investments are executed under your instructions. Ensure that the digital contracts notes sent to your email are in concurrence with the orders placed on your behalf, by you or dealer.

Discrepancies if any should be immediately brought to notice of your advisor or relationship manager.

Any change / modifications in your contact details should be immediately updated with MOFSL.

Kindly register / update your contact details such as Email Id and Mobile Number with us so as to receive SMS / Email Alerts from Exchanges / Depositories in respect of your Trading / Demat Transactions, if not done. Also register / update your latest Bank details with us so as to receive cash corporate benefits on your investments directly in your bank account.

Ensure to read all the Clauses mentioned in your KYC, Policies & Procedures, Risk disclosure documents, Guidance Notes, Rights & Obligations before investing.

Ensure to read all the tariff / brokerage applicable to you, before placing your orders with MOFSL.

Ensure to read and understand all the policies of MOFSL updated on Website under Clients login.

In view of ASBA facility now there is no need to issue cheques by investors while subscribing to IPO. Just write the bank account number and sign in the application form to authorise your bank to make payment in case of allotment.

DON'Ts

Do not give any discretionary rights to your advisor / Relationship Manager / Authorized Person to trade in your account.

As there are no fixed or guaranteed returns on investments in securities market, do not rely on any such commitments if any given by Authorised Person / Advisor.

Never handover blank or signed Demat slips book to anyone it is akin to signing a blank cheque.

Do not give cash / securities to your Advisor / Relationship Manager / Authorized Person for any transaction

Never give a third party cheque for funds pay-in or shares for shares pay-in.

Do not enter into any personal agreement with Authorised Person / Advisor in connection with your transaction in trading / demat account opened with MOFSL.

Do not give your online trading & demat account's login / password credentials to your advisor / Relationship Manager / Authorised Person

As there are no fixed or guaranteed Returns on investments in securities market, do not rely on such commitments /messages via social media platforms like Whatsapp, Telegram, etc. if any given by Authorised Person/Advisor/unregistered or unauthorised entities inducing to deal in stocks/Future & Options contract.

(Above Do's and Don't's are in addition to Guidance Note prescribed by SEBI)

Advisory to Clients

Clients attention is drawn to Exchange guidelines advising to sensitize clients' w.r.t. certain practices they should avoid. Same is reproduced as under:

1. To abstain from dealing in any schemes of unauthorized collective investments/portfolio management, indicative/ guaranteed/fixed returns / payments etc;
2. Not to share the trading credentials – (log in & passwords), trading strategies and position details;
3. Trading in leveraged products/derivatives without proper understanding, which could lead to losses;
4. Writing/ selling options or trading in option strategies based on tips, without basic knowledge & understanding of the product and its risks;
5. Dealing in unsolicited tips through Whatsapp, Telegram, YouTube, Facebook, SMS, calls, etc;
6. Trading based on recommendations from unauthorised / unregistered investment advisors.

STANDARD DOCUMENTS FOR COMMODITIES

RISK DISCLOSURE DOCUMENT

The Exchange does not expressly or impliedly, guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure documents nor has the Exchange endorsed or passed any merits of participating in the Commodity Derivatives /trading. This brief statement does not disclose all of the risks and other significant aspects of trading. You should, therefore, study derivatives trading carefully before becoming involved in it.

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

You must know and appreciate that investment in commodity futures contracts / derivatives or other instruments traded on the Commodity Exchange(s), 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 the Exchange and suffer adverse consequences or loss, you shall be solely responsible for the same and the Exchange shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take the plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned member. The Client 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 commodity derivatives being traded on the Exchange.

It must be clearly understood by you that your dealings on the Exchange through a member shall be subject to your fulfilling certain formalities set out by the member, which may, inter alia, include your filing the know your client form and are subject to Rules, Byelaws and Business Rules of the Exchange guidelines prescribed by SEBI from time to time and circulars as may be issued by the Exchange from time to time.

The Exchange 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 member of the Exchange and/ or third party based on any information contained in this document. Any information contained in this document must not be construed as business advice/investment 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, you should be aware of or must get acquainted with the following:

1. Basic Risks involved in the trading of Commodity Futures Contracts and other Commodity Derivatives Instruments on the Exchange.

i. Risk of Higher Volatility

Volatility refers to the dynamic changes in price that commodity derivative contracts undergo when trading activity continues on the Commodity Exchange. Generally, higher the volatility of a commodity derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded commodity derivatives contracts than in actively traded commodities/ 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 real losses.

ii. Risk of Lower Liquidity

- a. Liquidity refers to the ability of market participants to buy and/ or sell commodity derivative contract expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the number 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 commodity derivatives contracts swiftly and with minimal price difference and as a result, investors are more likely to pay or receive a competitive price for commodity derivative contracts purchased or sold. There may be a risk of lower liquidity in some commodity derivative contracts as compared to active commodity derivative 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.
- b. Buying/ Selling without intention of giving and/ or taking delivery of certain commodities may also result into losses, because in such a situation, commodity derivative contracts may have to be squared-off at a low/ high prices, compared to the expected price levels, so as not to have any obligation to deliver/ receive such commodities.

iii. Risk of Wider Spreads

- a. Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a commodity derivative and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid commodities / commodity derivatives contracts. This in turn will hamper better price formation.

iv. Risk-reducing orders

- a. Most of the Exchanges have a facility for investors to place "limit orders", "stop loss orders" etc. Placing of such 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.
- b. 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 commodity derivatives contract.

- c. A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the client received price protection, there is a possibility that the order may not be executed at all.
- d. A stop loss order is generally placed "away" from the current price of a commodity derivatives contract, and such order gets activated if and when the 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 contract approaches 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 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.

v. Risk of News Announcements

- a. Traders / Manufacturers make news announcements that may impact the price of the commodities and/or commodity derivatives contracts. These announcements 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 commodity / commodity derivatives contract.

vi. Risk of Rumours

- a. Rumours about the price of a commodity at times float in the market through word of mouth, newspaper, websites or news agencies, etc., the investors should be wary of and should desist from acting on rumours.

vii. System Risk

- a. 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.
- b. 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 execution of order and its confirmation.
- c. 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 commodity due to any action on account of unusual trading activity or price hitting circuit filters or for any other reason.

viii. System/ Network Congestion

- a. Trading on the Exchange is in electronic mode, based on satellite / leased line 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 the control of 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 Futures Commodity Derivatives are concerned, please note and get yourself acquainted with the following additional features:-

2.1 Effect of "Leverage" or "Gearing":

- a. The amount of margin is small relative to the value of the commodity derivatives contract so the transactions are 'leveraged' or 'geared'. Commodity Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in commodity derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in commodity derivatives contracts and also trade with caution while taking into account one's circumstances, financial resources, etc.
- b. Trading in Futures Commodity Derivatives involves daily settlement of all positions. Every day the open positions are marked to market based on the closing price. If the closing price has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading on the next day.
- c. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the Member of the Exchange may liquidate / square-up a part of or the whole position. In this case, you will be liable for any losses incurred due to such square-up/ Close Outs.
- d. Under certain market conditions, an Investor may find it difficult or impossible to execute the 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.
- e. Steps, such as, changes in the margin rate, increase in the cash margin rate etc. may be adopted in order to maintain market stability. These new measures may be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

- f. You must ask your Member of the Exchange to provide the full details of the commodity derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

3. **TRADING THROUGH WIRELESS TECHNOLOGY OR ANY OTHER TECHNOLOGY:**

Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology or any other technology should be brought to the notice of the client by the member.

4. **General**

i. **Deposited cash and property:**

You should familiarize yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm become insolvent or bankrupt. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property, which has been specifically identifiable as your own, will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the Member of the Exchange, the same shall be subject to arbitration as per the Rules, Bye-laws and Business Rules of the Exchange.

ii. **Commission and other charges:**

Before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

iii. For rights and obligations of the Members / Authorised Persons / clients, please refer to Annexure 3

iv. The term 'Constituent' shall mean and include a Client, a Customer or an Investor, who deals with a member for the purpose of trading in the commodity derivatives through the mechanism provided by the Exchange.

v. The term 'member' shall mean and include a Trading Member or a Member/Broker, who has been admitted as such by the Exchange and got a registration certificate from SEBI.

RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS

as prescribed by SEBI and Commodity Exchanges

1. The client shall invest / trade in those commodities /contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Business Rules/ Regulations of Exchanges/SEBI and circulars/notices issued there under from time to time.
2. The Member, Authorized Person and the client shall be bound by all the Rules, Byelaws and Business Rules 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 himself of the capacity of the Member to deal in commodities and/or deal in derivatives contracts and wishes to execute its orders through the Member and the client shall from time to time continue to satisfy itself of such capability of the Member before executing orders through the Member.
4. The Member 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 Member shall take steps to make the client aware of the precise nature of the Member's liability for business to be conducted, including any limitations, the liability and the capacity in which the Member acts.
6. **Requirements of professional diligence**
 - a. **The Member must exercise professional diligence while entering into a financial contract or discharging any obligations under it.**
 - b. **"professional diligence" means the standard of skill and care that a Member would be reasonably expected to exercise towards a Client, commensurate with?**
 - i. **honest market practice;**
 - ii. **the principle of good faith;**
 - iii. **level of knowledge, experience and expertise of the Client;**
 - iv. **the nature and degree of risk embodied in the financial product? or financial service being availed by the Client; and**
 - v. **the extent of dependence of the Client on the Member.**

***Commodity derivative contract**

7. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).

CLIENT INFORMATION

8. The client shall furnish all such details in full as are required by the Member in "Account Opening Form" with supporting details, made mandatory by commodity exchanges/SEBI from time to time.
 9. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non-mandatory; therefore, subject to specific acceptance by the client.
 10. The client shall immediately notify the Member 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 Member on a periodic basis.
 11. **A. Protection from unfair terms in financial contracts****
 - a. **An unfair term of a non-negotiated contract will be void.**
 - b. **A term is unfair if it -**
 - i. **causes a significant imbalance in the rights and obligations of the parties under the financial contract, to the detriment of the Client; and**
 - ii. **is not reasonably necessary to protect the legitimate interests of the Member.**
 - c. **The factors to be taken into account while determining whether a term is unfair, include -**
 - i. **the nature of the financial product or financial service dealt with under the financial contract;**
 - ii. **the extent of transparency of the term;**
- **contracts offered by commodity exchanges**
- iii. **the extent to which the term allows a Client to compare it with other financial contracts for similar financial products or financial services; and**
 - iv. **the financial contract as a whole and the terms of any other contract on which it is dependent.**
 - d. **A term is transparent if it -**
 - i. **is expressed in reasonably plain language that is likely to be understood by the Client;**

- ii. is legible and presented clearly; and
- iii. is readily available to the Client affected by the term.

e. If a term of a financial contract is determined to be unfair under point 11.A.c, the parties will continue to be bound by the remaining terms of the financial contract to the extent that the financial contract is capable of enforcement without the unfair term.

11. B.

- a. "Non-negotiated contract" means a contract whose terms, other than the terms contained in point 11.C. (given below) are not negotiated between the parties to the financial contract and includes -
 - i. a financial contract in which, relative to the Client, the Member has a substantially greater bargaining power in determining terms of the financial contract; and
 - ii. a standard form contract.
- b. "Standard form contract" means a financial contract that is substantially not negotiable for the Client, except for the terms contained in point 11.C.
- c. Even if some terms of a financial contract are negotiated in form, the financial contract may be regarded as a non-negotiated contract if so indicated by -
 - i. an overall and substantial assessment of the financial contract; and
 - ii. the substantial circumstances surrounding the financial contract
- d. In a claim that a financial contract is a non-negotiated contract, the onus of demonstrating otherwise will be on the Member.

11. C.

- a. The above does not apply to a term of a financial contract if it -
 - i. defines the subject matter of the financial contract;
 - ii. sets the price that is paid, or payable, for the provision of the financial product or financial service under the financial contract and has been clearly disclosed to the Client; or
 - iii. is required, or expressly permitted, under any law or regulations.
- b. The exemption under point 11.C does not apply to a term that deals with the payment of an amount which is contingent on the occurrence or non-occurrence of any particular event.

- 12. The Member and Authorized Person 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 Member may so disclose information about his client to any person or authority with the express permission of the client.

13. A. Protection of personal information and confidentiality

- a. "Personal information" means any information that relates to a Client or allows a Client's identity to be inferred, directly or indirectly, and includes -
 - i. name and contact information;
 - ii. biometric information, in case of individuals
 - iii. information relating to transactions in, or holdings of, financial products
 - iv. information relating to the use of financial services; or
 - v. such other information as may be specified.

13. B.

- a. A Member must -
 - i. not collect personal information relating to a Client in excess of what is required for the provision of a financial product or financial service;
 - ii. maintain the confidentiality of personal information relating to Clients and not disclose it to a third party, except in a manner expressly permitted under point 13.B.b.;
 - iii. make best efforts to ensure that any personal information relating to a Client that it holds is accurate, up to date and complete;
 - iv. ensure that Clients can obtain reasonable access to their personal information, subject to any exceptions that the Regulator may specify; and

- v. allow Clients an effective opportunity to seek modifications to their personal information to ensure that the personal information held by the Member is accurate, up to date and complete.
- b. A Member may disclose personal information relating to a Client to a third party only if -
 - i. it has obtained prior written informed consent of the Client for the disclosure, after giving the Client an effective opportunity to refuse consent;
 - ii. the Client has directed the disclosure to be made;
 - iii. the Regulator has approved or ordered the disclosure, and unless prohibited by the relevant law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
 - iv. the disclosure is required under any law or regulations, and unless prohibited by such law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
 - v. the disclosure is directly related to the provision of a financial product or financial service to the Client, if the Member -
 - 1. informs the Client in advance that the personal information may be shared with a third party; and
 - 2. makes arrangements to ensure that the third party maintains the confidentiality of the personal information in the same manner as required under this Part; or
 - vi. the disclosure is made to protect against or prevent actual or potential fraud, unauthorised transactions or claims, if the Member arranges with the third party to maintain the confidentiality of the personal information in the manner required under this Part. -
- c. "Third party" means any person other than the concerned Member, including a person belonging to the same group as the Member.

14.A. Requirement of fair disclosure both initially and on continuing basis

- a. Member must ensure fair disclosure of information that is likely to be required by a Client to make an informed transactional decision.
- b. In order to constitute fair disclosure, the information must be provided -
 - i. sufficiently before the Client enters into a financial contract, so as to allow the Client reasonable time to understand the information;
 - ii. in writing and in a manner that is likely to be understood by a Client belonging to a particular category; and
 - iii. in a manner that enables the Client to make reasonable comparison of the financial product or financial service with other similar financial products or financial services.
- c. The types of information that must be disclosed to a Client in relation to a financial product or financial service, which may include information regarding -
 - i. main characteristics of the financial product or financial service, including its features, benefits and risks to the Client;
 - ii. consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
 - iii. existence, exclusion or effect of any term in the financial product or financial contract;
 - iv. nature, attributes and rights of the Member, including its identity, regulatory status and affiliations;
 - v. contact details of the Member and the methods of communication to be used between the Member and the Client;
 - vi. rights of the Client to rescind a financial contract within a specified period; or
 - vii. rights of the Client under any law or regulations.

14.B.

- a. Member must provide a Client that is availing a financial product or financial service provided by it, with the following continuing disclosures -
 - i. any material change to the information that was required to be disclosed under point 14.A at the time when the Client initially availed the financial product or financial service;
 - ii. information relating to the status or performance of a financial product held by the Client, as may be required to assess the rights or interests in the financial product or financial service; and
 - iii. any other information that may be specified.
- b. A continuing disclosure must be made -
 - i. within a reasonable time-period from the occurrence of any material change or at reasonable periodic intervals, as applicable; and

ii. in writing and in a manner that is likely to be understood by a Client belonging to that category.

MARGINS

15. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Member 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 Member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
16. 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

17. The client shall give any order for buy or sell of commodities derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the Member however ensuring the regulatory requirements in this regard are complied with. The Member shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
18. The Member 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 commodity exchange where the trade is executed.
19. The Member shall ensure that the money 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 Member for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, circulars, notices, guidelines of SEBI and/or Rules, Business Rules, Bye-laws, circulars and notices of Exchange.
20. 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, Member shall be entitled to cancel the respective contract(s) with client(s).
21. The transactions executed on the Exchange are subject to Rules, Byelaws and Business Rules 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 Business Rules of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Business Rules of the Exchanges and the circulars/notices issued thereunder.

BROKERAGE

22. The Client shall pay to the Member 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 Member renders to the Client. The Member shall not charge brokerage more than the maximum brokerage permissible as per the Rules, Business Rules and Bye-laws of the relevant commodity exchanges and/or Rules of SEBI.

LIQUIDATION AND CLOSE OUT OF POSITION

23. Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), the client understands that the Member 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.
24. 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 commodities which the client has ordered to be bought or sold, Member 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/commodities in favor of a Nominee shall be valid discharge by the Member against the legal heir.

DISPUTE RESOLUTION

25. The Member shall co-operate in redressing grievances of the client in respect of all transactions routed through it.
26. The client and the Member shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Business Rules of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
27. The client/Member understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/Member shall be binding on the client/Member in accordance with the letter authorizing the said representative to deal on behalf of the said client/Member.
28. **Requirement for each Member to have an effective grievance redress mechanism which is accessible to all its Clients**
 - a. **A Member must have in place an effective mechanism to receive and redress complaints from its Clients in relation to financial products or financial services provided by it, or on its behalf, in a prompt and fair manner.**
 - b. **A Member must inform a Client, at the commencement of relationship with the Client and at such other time when the information is likely to be required by the Client, of -**

- i. the Client's right to seek redress for any complaints; and
- ii. the processes followed by the Member to receive and redress complaints from its Clients.

29. A. Suitability of advice for the Client

Right to receive advice that is suitable taking into account the relevant personal circumstances of the Client, such as the Client's financial circumstances and needs. This obligation would apply to persons who render advice to Clients and the regulator may specify categories of financial products and service that necessarily require such advice to be given.

a. A Member must -

- i. make all efforts to obtain correct and adequate information about the relevant personal circumstances of a Client; and
- ii. ensure that the advice given is suitable for the Client after due consideration of the relevant personal circumstances of the Client.
- b. If it is reasonably apparent to the Member that the available information regarding the relevant personal circumstances of a Client is incomplete or inaccurate, the Member must warn the Client of the consequences of proceeding on the basis of incomplete or inaccurate information.
- c. If a Client intends to avail of a financial product or financial service that the Member determines unsuitable for the Client, the Member -
 - i. must clearly communicate its advice to the Client in writing and in a manner that is likely to be understood by the Client; and
 - ii. may provide the financial product or financial service requested by the Client only after complying with point 29.A.a and obtaining a written acknowledgement from the Client.

30. Dealing with conflict of interest

In case of any conflict between the interests of a Client and that of the Member, preference must be given to the Client's interests.

a. A member must -

- i. provide a Client with information regarding any conflict of interests, including any conflicted remuneration that the Member has received or expects to receive for making the advice to the Client; and
- ii. give priority to the interests of the Client if the Member knows, or reasonably ought to know, of a conflict between -
 - 1. its own interests and the interests of the Client; or
 - 2. the interests of the concerned Member and interests of the Client, in cases where the Member is a financial representative.
- b. The information under point 16a.i. must be given to the Client in writing and in a manner that is likely to be understood by the Client and a written acknowledgement of the receipt of the information should be obtained from the Client.
- c. In this section, "conflicted remuneration" means any benefit, whether monetary or non-monetary, derived by a Member from persons other than Clients that could, under the circumstances, reasonably be expected to influence the advice given by the Member to a Client.

TERMINATION OF RELATIONSHIP

- 31. This relationship between the Member and the client shall be terminated; if the Member for any reason ceases to be a member of the commodity exchange including cessation of membership by reason of the Member's default, death, resignation or expulsion or if the certificate is cancelled by the Exchange.
- 32. The Member, Authorized Person 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.
- 33. In the event of demise/insolvency of the Authorized Person or the cancellation of his/its registration with the Board or/withdrawal of recognition of the Authorized Person by the commodity exchange and/or termination of the agreement with the Authorized Person by the Member, 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 Member and all clauses in the 'Rights and Obligations' document(s) governing the Member, Authorized Person and client shall continue to be in force as it is, unless the client intimates to the Member his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

ADDITIONAL RIGHTS AND OBLIGATIONS

- 34. The Member and client shall reconcile and settle their accounts from time to time as per the Rules, Business Rules, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
- 35. The Member shall issue a contract note to his clients 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 Member shall send contract notes to the investors within 24 hours of the execution of the trades in hard copy and/or in electronic form using digital signature.

36. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and Circulars, as the case may be, to the Client on 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.
37. The Member shall send a complete 'Statement of Accounts' for both funds and commodities 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.
38. The Member shall send margin statements to the clients on daily basis. 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, warehouse receipts, securities etc.
39. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member 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.
40. In case, where a member surrenders his/ her/ its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of the Exchange, ensure that client lodge a claim with the Exchange within the stipulated period and with the supporting documents.

41. A. Protection from unfair conduct which includes misleading conduct & abusive conduct

a. Unfair conduct in relation to financial products or financial services is prohibited.

b. "Unfair conduct" means an act or omission by a Member or its financial representative that significantly impairs, or is likely to significantly impair, the ability of a Client to make an informed transactional decision and includes -

i. misleading conduct under point 41.B

ii. abusive conduct under point 41.C

iii. such other conduct as may be specified.

41.B.

- a. Conduct of a Member or its financial representative in relation to a determinative factor is misleading if it is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise, and the conduct involves -
 - i. providing the Client with inaccurate information or information that the Member or financial representative does not believe to be true; or
 - ii. providing accurate information to the Client in a manner that is deceptive.
- b. In determining whether a conduct is misleading under point 41.B.a, the following factors must be considered to be "determinative factors" -
 - i. the main characteristics of a financial product or financial service, including its features, benefits and risks to the Client;
 - ii. the Client's need for a particular financial product or financial service or its suitability for the Client;
 - iii. the consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
 - iv. the existence, exclusion or effect of any term in a financial contract, which is material term in the context of that financial contract;
 - v. the nature, attributes and rights of the Member, including its identity, regulatory status and affiliations; and
 - vi. the rights of the Client under any law or regulations.

41.C.

- a. A conduct of a Member or its financial representative in relation to a financial product or financial service is abusive if it -
 - i. involves the use of coercion or undue influence; and
 - ii. causes or is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise.
- b. In determining whether a conduct uses coercion or undue influence, the following must be considered -
 - i. the timing, location, nature or persistence of the conduct;
 - ii. the use of threatening or abusive language or behavior;
 - iii. the exploitation of any particular misfortune or circumstance of the Client, of which the Member is aware, to influence the Client's decision with regard to a financial product or financial service;

- iv. any non-contractual barriers imposed by the Member where the Client wishes to exercise rights under a financial contract, including
- v. the right to terminate the financial contract;
- vi. the right to switch to another financial product or another Member and
- vii. a threat to take any action, depending on the circumstances in which the threat is made.

ELECTRONIC CONTRACT NOTES (ECN)

- 42. 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.
- 43. The Member shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamperable 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.
- 44. The client shall note that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note at the e-mail ID of the client.
- 45. The Member 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/circulars/guidelines issued by SEBI/Commodity 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 Member for the specified period under the extant rules/circulars/guidelines issued by SEBI/Commodity 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 Member 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 rules/circulars/guidelines issued by SEBI/Commodity exchanges.
- 46. The Member 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 Member shall send a physical contract note to the client within the stipulated time under the extant Regulations/ Rules, Bye-Laws, Business Rules and Circulars of SEBI/commodity exchanges and maintain the proof of dispatch and delivery of such physical contract notes.
- 47. In addition to the e-mail communication of the ECNs to the client, the Member 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

- 48. In addition to the specific rights set out in this document, the Member, Authorised Person and the client shall be entitled to exercise any other rights which the Member or the client may have under the Rules, Bye-laws and Business Rules of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules of SEBI.
- 49. The provisions of this document shall always be subject to Government notifications, any rules, guidelines and circulars/notices issued by SEBI and Circulars, Rules, Business Rules and Bye laws of the relevant commodity exchanges, where the trade is executed, that may be in force from time to time.
- 50. The Member 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, if either party is not satisfied with the arbitration award.
- 51. 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/Business Rules and circulars/notices issued thereunder of the Exchanges/SEBI.
- 52. All additional voluntary/non-mandatory clauses/document added by the Member should not be in contravention with Rules/ Business Rules/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.
- 53. If the rights and obligations of the parties hereto are altered by virtue of change in Rules of SEBI or Bye-laws, Rules and Business Rules of the relevant commodity 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.
- 54. Members are required to send account statement to their clients every month.

INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY MEMBERS 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. Member is eligible for providing Internet based trading (IBT) and commodities 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 Member shall comply with all requirements applicable to internet based trading/- commodities 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 commodities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for commodities trading through use of wireless technology. The Member shall provide the Member's IBT Service to the Client, and the Client shall avail of the Member's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Member's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
3. The Member shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology/internet or any other technology should be brought to the notice of the client by the Member.
4. The Member shall make the client aware that the Member'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 whosoever through the Member'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/ commodities 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 Member
6. The Client shall immediately notify the Member in writing if he forgets his password, discovers security flaw in Member'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/ commodities 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 Member 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 Member 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 Member and the Exchange do not make any representation or warranty that the Member'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 Member on account of any suspension, interruption, non-availability or malfunctioning of the Member'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/Members/Exchange end for any reason beyond the control of the Member/Exchanges.

Additional Risk Disclosure documents for Options Trading**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.

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.

GUIDANCE NOTE - DO's AND DON'Ts FOR THE CLIENTS**Do's**

1. Trade only through Registered Members of the Exchange. Check from the Exchange website at following link <https://www.mcxindia.com/membership/notice-board/Member-AP> - Details to see whether the Member is registered with the Exchange.
2. Insist on filling up a standard "Know Your Client (KYC)" form before you commence trading.
3. Insist on getting a Unique Client Code (UCC) and ensure all your trades are done under the said UCC.
4. Insist on reading and signing a standard 'Risk Disclosure Agreement'.
5. Obtain a copy of your KYC and/or other documents executed by you with the Member, from the Member.
6. Cross check the genuineness of trades carried out at the Exchange through the trade verification facility available on the Exchange website at the following link <https://www.mcxindia.com/en/login>. The trades can be verified online where trade information is available up to 5 working days from the trade date.
7. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order Time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
9. Obtain receipt for collaterals deposited with the Member towards margins.
10. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the member.
11. Ask all relevant questions and clear your doubts with your member before transacting.
12. Insist on receiving the bills for every settlement.
13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
14. Scrutinize minutely both the transaction & holding statements that you receive for your Depository Participant.
15. Keep Delivery Instructions Slips (DIS) book issued by DP'S in safe possession.
16. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
20. Understand and comply with accounting standards for derivatives.
21. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
22. Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and the relevant provisions/ guidelines specified by SEBI/Commodity exchanges.
23. Make the payments by account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of commodities with the Member, stating date, commodity, quantity, towards which bank/demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/ demat account.
24. The payout of funds or delivery of commodities (as the case may be) shall not be made to you within one working day from the receipt of payout from the Exchange, in case you have given specific authorization for maintaining running account to the member. Thus, in this regard, the running account authorization provided by you to the Member shall be 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) You need to bring any dispute arising from the statement of account to the notice of the Member in writing preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay.
 - c) In case you have not opted for maintaining running account and pay-out is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.
 - d) Please register your mobile number and email id with the Member, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the commodity exchanges.
25. You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the commodity derivatives or the member becomes insolvent or bankrupt.

26. Please ensure that you have a documentary proof of having made the deposit of such money or property with the member, stating towards which account such money or property deposited.
27. In case your problem/grievance/issue is not being sorted out by concerned Member/Authorized Person then you make take up the matter with the concerned Commodity Exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

Don'ts

1. Do not deal with any unregistered intermediaries.
2. Do not undertake off-market transactions as such transactions are illegal and fall outside the jurisdiction of the Exchange.
3. Do not enter into assured returns arrangement with any Member.
4. Do not get carried away by luring advertisements, rumors, hot tips, explicit/implicit promise of returns, etc.
5. Do not make payments in cash/ take any cash towards margins and settlement to/ from the Member.
6. Do not start trading before reading and understanding the Risk Disclosure Agreement.
7. Do not neglect to set out in writing, orders for higher value given over phone.
8. Do not accept unsigned/duplicate contract note/confirmation memo.
9. Do not accept contract note/confirmation memo signed by any unauthorized person.
10. Don't share your internet trading account's password with anyone.
11. Do not delay payment/deliveries of commodities to Member.
12. Do not forget to take note of risks involved in the investments.
13. Do not sign blank Delivery Instruction Slips (DIS) while furnishing commodities, deposit and/or keep them with Depository Participants (DP) or member to save time.
14. Do not pay brokerage in excess of that rates prescribed by the Exchange.
15. Don't issue cheques in the name of Authorized Person.



NACH/ECS/AUTO DEBIT MANDATE INSTRUCTION FORM

Reference No.

UMRN

Date

Tick (✓)

Sponsor Bank Code

Utility Code

CREATE

MODIFY

CANCEL

I/We hereby authorize

Motilal Oswal Financial Services Limited

to debit (tick ✓)

SB/CA/CC/SB-NRE/SB-NRO/Other

Bank a/c number

with Bank

IFSC

or MICR

an amount of Rupees

₹

FREQUENCY

☐ Mthly

☐ Qtly

☐ H-Yrly

☐ Yrly

☒ As & when presented

DEBIT TYPE

☐ Fixed Amount

☒ Maximum Amount

Reference 1 (Mandate Reference No.)

Phone No.

Reference 2 (Unique Client Code-UCC)

Email ID

agree for the debit of mandate processing charges by the bank whom I am authorizing to debit my account as per latest schedule of charges of the bank.

PERIOD

From

To

Or

Until Cancelled

1.

2.

3.

* This is to confirm that the declaration has been carefully read, understood and made by me/us. I am authorising the user entity/corporate to debit my account.
* I have understood that I am authorised to cancel/amend this mandate by appropriately communicating the cancellation/amendment request to the user entity/corporate or the bank where I have authorised for debit.
I/We hereby declare that the above information is true and correct and that the mobile number listed above is registered in my/our name(s) and/or is the number that I/we use in the ordinary course. I/We hereby declare that, irrespective of my/our registration of the above mobile in the provider customer preference register, or in any similar register maintained under applicable laws, now or subsequent to the date hereof, I/We consent to the Bank communicating to me/us about the transactions carried out in my/our aforesaid account(s).

NACH Registration Form

Reference No.



Application Details

Client Name (as in PAN Card / KYC records)			
1st Holder PAN		Client Code	

Authorization to Auto - Debit

☐	Ledger Debit	As and When
☐	Margin Requirement	As and When
☐	DP Charges	As and When
☐	Settlement Obligation	As and When
☐	Interest	As and When
☐	Other Charges	As and When

NACH Mandate Terms and Conditions:

1. NACH mandate shall be in favour of 'Motilal Oswal Financial Services Limited'.
2. The Bank details on the NACH mandate should be as per the bank details in Client's Demat /Trading Account with Motilal Oswal Financial Services Limited.
3. Client Signature on NACH mandate must be as per bank records. Signature of all bank account holders required if mode of holding in account is "Joint"
4. NACH mandate may take 30 days to get registered from the date of submission of mandate to Motilal Oswal Financial Services Limited.
5. Client's bank may charge client account for activating any such services. Motilal Oswal Financial Services Limited shall not be held responsible or bear any such charges.
6. The mandate can be used for collection of all kind of DP charges including Annual Maintenance Charges from the Client's bank account.
7. Client hereby declares and Confirms that the particulars given on NACH mandate are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, Client would not hold Motilal Oswal Financial Services Limited, their representatives, service providers, participating banks & other user institutions responsible.
8. Client hereby authorizes Motilal Oswal Financial Services Limited to use of information, contact details disclosed in NACH mandate for the purpose of NACH mandate instruction processing.
9. Client hereby agrees and accepts to adherence to terms of NACH mandate.

Client's Signature	
--------------------	----------------------

Joint Applicant Details (2nd Holder)



Motilal Oswal Financial Services Limited Know Your Client (KYC) Application Form (For Individuals Only)



Please fill the form in ENGLISH and in BLOCK letters
Fields marked * are mandatory
Fields marked + are pertaining to CKYC and mandatory only if processing CKYC also

Application No. _____

KYC No. _____ (Mandatory for KYC update request)

Application Type*: ☐ New KYC ☐ Modification KYC ☐ Minor

KYC Mode*: Please Tick (✓)

☐ Normal ☐ EKYC OTP ☐ EKYC Biometric ☐ Online KYC ☐ Offline EKYC ☐ Digilocker

1. Identity Details (please refer guidelines overleaf)

PAN* _____

Name* (same as ID proof) _____

Maiden Name+ (if any) _____

Fathers/Spouse's Name* _____

Mother Name (Optional) _____

Date of Birth* _____

Gender* ☐ Male ☐ Female ☐ Transgender

Marital Status* ☐ Single ☐ Married

Nationality* ☐ Indian ☐ Other _____

Residential Status* ☐ Resident Individual ☐ Non Resident Indian
☐ Foreign National ☐ Person of Indian Origin+

PHOTOGRAPH

Please affix
the recent passport
size photograph and
sign across it



Please Tick (✓) (Passport mandatory for NRIs and Foreign Nationals. PIO selection is only for CKYC and not for KRA KYC. Select NRI or Foreign National based on Nationality of the individual)

Proof of Identity (POI) submitted for PAN exempted cases (Please tick)

☐ A - Aadhaar Card ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☒ ☐ ☐ ☐ ☐

☐ B - Passport Number _____ (Expiry Date) _____

☐ C - Voter ID Card _____

☐ D - Driving License _____ (Expiry Date) _____

☐ E - NREGA Job Card _____

☐ F - NPR _____

☐ G - EKYC Authentication _____

☐ H - Offline verification of Aadhar _____

☐ Z - Others _____ (any document notified by Central Government)

Identification Number _____

2. Address Details* (please refer guidelines overleaf)

A. Correspondence/ Local Address*

Line 1* _____

Line 2 _____

Line 3 _____

City/Town/Village* _____ District* _____ Pin Code* _____

State / U.T Code* _____ Country* _____ ISO-3166 Code _____

Address Type* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified

NOTE: For list, of two digit State/UT & list of ISO3166, kindly visit www.motilaloswal.com / Download Option

B. Permanent residence address of applicant, if different from above A / Overseas Address* (Mandatory for NRI Applicant)

Line 1* _____

Line 2 _____

Line 3 _____

City/Town/Village* _____ District* _____ Pin Code* _____

State / U.T Code* _____ Country* _____ ISO-3166 Code _____

Address Type* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified

Proof of Address* (attested copy of any 1 POA for correspondence and permanent address each to be submitted)

Certified copy of OVD or equivalent e document of OVD obtained through digital KYC process needs to be submitted. (Any one of the following OVD)

- ☐ A - Aadhaar Card 
- ☐ B - Passport Number _____ (Expiry Date) _____
- ☐ C - Voter ID Card _____
- ☐ D - Driving License _____ (Expiry Date) _____
- ☐ E - NREGA Job Card _____
- ☐ F - NPR Letter _____ (National Population Registerd Letter)
- ☐ G - EKYC Authentication _____
- ☐ H - Offline verification of Aadhar _____
- ☐ Deemed proof of address document type code _____
- ☐ Self Declaration _____
- ☐ Z - Others _____ (any document notified by Central Government)
- Identification Number _____

3. Contact Details (in CAPITAL) - (All communications will be sent to Mobile No. / Email Id)

Email ID* _____ CAPITAL LETTERS Mobile No. * _____

Tel (Off) _____ Tel (Res) _____

4. Applicant Declaration

I/We hereby declare that the KYC details furnished by me are true and correct to the best of my/our knowledge and belief and I/we under-take to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/We are aware that I/We may be held liable for it.

I/We hereby consent to receiving information from CVL / KRA / CERSAI through SMS/Email on the above registered number/Email address.

I am/We are also aware that for Aadhaar OVD based KYC, my KYC request shall be validated against Aadhaar details. I/We hereby consent to sharing my/our masked Aadhaar card with readable QR code or my Aadhaar XML/Digilocker XML file, along with passcode and as applicable, with KRA and other Intermediaries with whom I have a business relationship for KYC purposes only.

Applicant Wet Signature

DATE: _____ (DD-MM-YYYY)

PLACE: _____

5. For Office Use Only

In-Person Verification (IPV) carried out by*		Intermediary Details*
Name of the Organization	PLEASE AFFIX RUBBER STAMP & SIGN	☐ Self certified document copies received (OVD) ☐ True Copies of documents received (Attested) AMC / Intermediary Name / Code : 1100010900 CERSAI Code : IN0269
NSE / BSE / MCX / NCDEX - AP Registration Number		
Person name doing IPV / docs / PAN verification		Motilal Oswal Financial Services Ltd
Designation / MOFSL Employee code		
Date of IPV / Document Verification		
Date of PAN Verification with IT Site		
Signature of the Person		

Joint Applicant Details (3rd Holder)



Motilal Oswal Financial Services Limited Know Your Client (KYC) Application Form (For Individuals Only)



Please fill the form in ENGLISH and in BLOCK letters
Fields marked * are mandatory
Fields marked + are pertaining to CKYC and mandatory only if processing CKYC also

Application No. _____

KYC No. _____ (Mandatory for KYC update request)

Application Type*: ☐ New KYC ☐ Modification KYC ☐ Minor

KYC Mode*: Please Tick (✓)

☐ Normal ☐ EKYC OTP ☐ EKYC Biometric ☐ Online KYC ☐ Offline EKYC ☐ Digilocker

1. Identity Details (please refer guidelines overleaf)

PAN* _____

Name* (same as ID proof) _____

Maiden Name+ (if any) _____

Fathers/Spouse's Name* _____

Mother Name (Optional) _____

Date of Birth* _____

Gender* ☐ Male ☐ Female ☐ Transgender

Marital Status* ☐ Single ☐ Married

Nationality* ☐ Indian ☐ Other _____

Residential Status* ☐ Resident Individual ☐ Non Resident Indian
☐ Foreign National ☐ Person of Indian Origin+

PHOTOGRAPH

Please affix
the recent passport
size photograph and
sign across it



Please Tick (✓)

(Passport mandatory for NRIs and Foreign Nationals. PIO selection is only for CKYC and not for KRA KYC. Select NRI or Foreign National based on Nationality of the individual)

Proof of Identity (POI) submitted for PAN exempted cases (Please tick)

☐ A - Aadhaar Card ☒ ☒ ☒ ☒ ☒ ☒ ☐ ☐ ☐ ☐

☐ B - Passport Number _____ (Expiry Date) _____

☐ C - Voter ID Card _____

☐ D - Driving License _____ (Expiry Date) _____

☐ E - NREGA Job Card _____

☐ F - NPR _____

☐ G - EKYC Authentication _____

☐ H - Offline verification of Aadhar _____

☐ Z - Others _____ (any document notified by Central Government)

Identification Number _____

2. Address Details* (please refer guidelines overleaf)

A. Correspondence/ Local Address*

Line 1* _____

Line 2 _____

Line 3 _____

City/Town/Village* _____ District* _____ Pin Code* _____

State / U.T Code* _____ Country* _____ ISO-3166 Code _____

Address Type* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified

NOTE: For list, of two digit State/UT & list of ISO3166, kindly visit www.motilaloswal.com / Download Option

B. Permanent residence address of applicant, if different from above A / Overseas Address* (Mandatory for NRI Applicant)

Line 1* _____

Line 2 _____

Line 3 _____

City/Town/Village* _____ District* _____ Pin Code* _____

State / U.T Code* _____ Country* _____ ISO-3166 Code _____

Address Type* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified

Proof of Address* (attested copy of any 1 POA for correspondence and permanent address each to be submitted)

Certified copy of OVD or equivalent e document of OVD obtained through digital KYC process needs to be submitted. (Any one of the following OVD)

- ☐ A - Aadhaar Card 
- ☐ B - Passport Number _____ (Expiry Date) _____
- ☐ C - Voter ID Card _____
- ☐ D - Driving License _____ (Expiry Date) _____
- ☐ E - NREGA Job Card _____
- ☐ F - NPR Letter _____ (National Population Registerd Letter)
- ☐ G - EKYC Authentication _____
- ☐ H - Offline verification of Aadhar _____
- ☐ Deemed proof of address document type code _____
- ☐ Self Declaration _____
- ☐ Z - Others _____ (any document notified by Central Government)
- Identification Number _____

3. Contact Details (in CAPITAL) - (All communications will be sent to Mobile No. / Email Id)

Email ID* _____ CAPITAL LETTERS Mobile No. * _____

Tel (Off) _____ Tel (Res) _____

4. Applicant Declaration

I/We hereby declare that the KYC details furnished by me are true and correct to the best of my/our knowledge and belief and I/we under-take to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/We are aware that I/We may be held liable for it.

I/We hereby consent to receiving information from CVL / KRA / CERSAI through SMS/Email on the above registered number/Email address.

I am/We are also aware that for Aadhaar OVD based KYC, my KYC request shall be validated against Aadhaar details. I/We hereby consent to sharing my/our masked Aadhaar card with readable QR code or my Aadhaar XML/Digilocker XML file, along with passcode and as applicable, with KRA and other Intermediaries with whom I have a business relationship for KYC purposes only.

Applicant Wet Signature

DATE: _____ (DD-MM-YYYY)

PLACE: _____

5. For Office Use Only

In-Person Verification (IPV) carried out by*		Intermediary Details*
Name of the Organization		☐ Self certified document copies received (OVD) ☐ True Copies of documents received (Attested) AMC / Intermediary Name / Code : 1100010900 CERSAI Code : IN0269
NSE / BSE / MCX / NCDEX - AP Registration Number		
Person name doing IPV / docs / PAN verification		
Designation / MOFSL Employee code		Motilal Oswal Financial Services Ltd
Date of IPV / Document Verification		
Date of PAN Verification with IT Site		
Signature of the Person		

For Individual

Motilal Oswal Financial Services Limited

Voluntary Document



Date: _____

To,
Motilal Oswal Financial Services Ltd. (MOFSL)
Palm Spring Centre,
2nd Floor, Palm Court Complex,
New Link Road, Malad (West),
Mumbai- 400 064.

Sub: Declaration of Additional Names as per other valid documents

Dear Sir / Madam,

With regards to captioned subject I / We Mr. / Ms. 1st Holder Name / 2nd Holder Name / 3rd Holder Name is made aware that my / our trading / demat account with Motilal Oswal Financial Services Ltd. (MOFSL) shall be opened in my / our name as per income tax website and the same shall be updated in Regulatory records by MOFSL.

Besides name as per income tax site, I / We also wish to update / register one of my / our below mentioned additional name in your records which are also acceptable and are valid as per applicable statutes for which necessary documents are provided by me / us.

	First Holder	Second Holder	Third Holder
Name as per Aadhaar :			
Name as per Bank :			
Name as per PAN Card :			
Name as per Voter ID Card :			
Name as per Passport :			
Name as per Driving License :			
Name as per Marriage Certificate : (In case of females)			

	First/Sole Holder	Second Holder	Third Holder
* Name			
* Signature			

Client Code : _____

DECLARATION

Motilal Oswal Financial Services Limited

To,
Motilal Oswal Financial Services Ltd.
2nd Floor, Palm Spring Centre, Palm Court Complex,
New Link Road, Malad (West), Mumbai - 400 064

For the purpose of Account Opening, I/ We hereby declare that the details provided on the KRA/KYC page downloaded from KRA System by you, are true and correct till date. I/We undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/We are aware that I/We may be held liable for it.

Trading / Demat Account / Research Services

Based on my / our consent, Motilal Oswal Financial Services Limited. (MOFSL) have opened my / our account and I/we hereby acknowledge the receipt of a copy of executed Client Registration Form including KYC details, Tariff sheet, Nomination Registration details, Policies & Procedures, Standard Documents (i.e. Rights & Obligation Document, Risk Disclosure Document, Guidance Note - Do's and Dont's, T&C for Research services and Most important Terms and Conditions (MITC) for Broking and Research services.

Further, I/we have read & understood all above documents and give my / our consent for activation. Further We are aware that Standard Documents are made available on Company Website i.e. www.motilaloswal.com

Signed for and on behalf of	Trading Account Holder / 1st Holder of Demat Account	2nd Holder (Applicable in case of Joint Demat Account)	3rd Holder (Applicable in case of Joint Demat Account)
Signature	21/21		
Name			

Place: _____ Date: _____ day of _____ 20 _____

FOR OFFICE USE ONLY

UCC Code allotted to the Client:

Registered Date

1. A) Client Interviewed by**B) In person verification done by****2. Document Verified with original**

☐ (Original Verified) True Copy of documents received

☐ (Self - Attested) Self Certified documents copies received

Name of the Organization	PLEASE AFFIX RUBBER STAMP & SIGN
NSE / BSE / MCX/ NCDEX - AP Registration Number	
Person name doing IPV / docs / PAN verification	
Designation / MOFSL Employee code	
Date of IPV / Document Verification	
Date of PAN Verification with IT Site	
Signature of the Person	

I/We undertake that we have made the client aware of 'Policy and Procedures', tariff sheet and all the non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD, 'Do's and Dont's' and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the 'Policy and Procedures', tariff sheet and all the non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website, if any, for the information of the clients.

Place

Date

For Motilal Oswal Financial Services Limited

Authorised Signatory