

**TERMS AND CONDITIONS FOR AVAILING THE SERVICES OF DISTRIBUTION OF
SECURITIES/ FINANCIAL PRODUCTS AND DIRECT INVESTMENT PRODUCTS OFFERED BY KSPL**

India Infoline Ltd (KSPL) being the stock broker is in the business of providing Trading cum Demat Services to its clients. In additions to it, KSPL is also engaged in marketing and distribution of IPOs of Securities of Issuers and registered with the Association of Mutual Funds in India (AMFI) as a Mutual Fund Distributor and other financial products including products offered by its affiliates or group companies. KSPL provides online/offline facility to a pply/purchase/ redeem/sale/buyback or otherwise deal in the units of Mutual Funds and other securities including transaction services opted in Account Opening Form (hereinafter referred to as 'transactions').

The Client wishes to avail of the facilities/services through KSPL on the following terms and conditions set forth herein below. The terms and conditions contained herein are binding on the Client. The Client has agreed to obtain facilities/services from the KSPL after fully understanding the entire terms and conditions. The terms and

conditions shall be subject to amendment, if any from time to time at the sole discretion of KSPL and such amendments shall bind on the client. For the purpose of the present Terms and Conditions, National Stock Exchange of India Limited and the Bombay Stock Exchange Limited shall be known as the Stock Exchanges.

- 1) The Client shall authorize KSPL by executing a Power of Attorney in the favour of the KSPL to execute instructions of the Client or its authorized representative with regard to the transactions including but not limited to acquire by subscribing to or by purchase of securities and to sell, transfer, endorse the securities (including but not limited to Initial Public Offerings, Buy back offers, right issues etc.) or redeem the same either through Online (using the identification number issued by any Mutual Fund from time to time) or otherwise and/or to sign and execute all transfer deeds whether as transferor or transferee and such other instruments, application and papers as may be necessary for the purpose of acquiring, transferring/ redeeming the same, marking pledge/ lien on such securities and/or for transferring the investments in the units of Mutual Fund from one scheme to another or between mutual Funds, to make application for, or to renounce and sign renunciation forms in respect of bonds/debentures, right shares and additional shares of any company/Body/Authority and to receive and hold such rights or additional shares, bonds or debentures.
- 2) All instructions given by the Client/ its authorized representative shall be binding on the Client KSPL may furnish a certified copy of the Power of Attorney and other documents on behalf of the Client to the Company/ Registrar/ Mutual Fund or any third party.
- 3) The Client agrees that the instructions with regard to the transactions shall be in the Client's sole name or in the name of the Client jointly with other persons as intimated by the Client.
- 4) The instructions with regard to the transactions may be given through by sending email from registered email ID or by making the call from registered telephone number/mobile number or any other reasonable mode as permitted by KSPL .
- 5) KSPL may refuse to act on any instructions unless they are given in the manner and form acceptable to KSPL. However, KSPL shall have no responsibility to determine the authenticity of any instructions given or purported to be given by the Client. The Client shall not hold KSPL liable on account of KSPL acting in good faith on instructions given by the Client or its authorized representative.
- 6) KSPL at its own discretion may not carry out the Client's instruction, where the KSPL has reasons to believe (which discretion of KSPL the Client shall not question or dispute) that the instructions are not genuine or are otherwise improper/unclear/raise a doubt. KSPL shall not be liable if any instructions are not carried/ partly carried out for any reason, whatsoever. All transactions are subject to the applicable regulatory norms and/or KSPL's internal policy requirements.
- 7) The Client understands and agrees that the mutual fund/RTA/Issuer Company/stock exchanges/may cancel, close or reject any contract suo-moto without giving any reason thereof. In the event of such cancellation, closure or rejection, KSPL shall be entitled to cancel relative contract(s) with the Client and the Client shall not raise any objection and for it and hold KSPL liable/responsible for it.
- 8) In case of Mutual Funds, the Client agrees and acknowledges that KSPL shall provide the facilities as agreed between the parties only in respect of the selected Mutual Funds, with whom KSPL has entered into a separate arrangement/agreement.
- 9) 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 KSPL's website or otherwise; before entering into any transactions the Client agrees to abide by the terms, conditions, rules and regulations as applicable from time to time.
- 10) The Client shall ensure that the transactions through KSPL are executed in accordance with the applicable laws, byelaws, rules and regulations governing the specific investment product. KSPL may, from time to time, impose and vary limits on the orders which the Client may place, including but not limited to exposure limits, turnover limits and limits as to numbers. The Client agrees that KSPL shall not be responsible for any variation or reduction that may be deemed necessary by KSPL based on its risk perception and other relevant factors.

The Client understands that direct investments in bonds/debentures/equity/equity related instruments/mutual fund/venture capital fund may carry significant liquidity, credit and default risk, pricing risk, including the possible loss of principal amount invested. Past results are not a guarantee of future performance; yield or performance fluctuates and may not be a reflection of past results. The Client shall invest after carefully understanding the Investment products. KSPL shall not be liable or held liable for any consequences thereof.

- 11) The Client expressly agree and acknowledge that any information contained in the KSPL's Brochures or other materials or otherwise communicated by KSPL shall not be constructed as investment advice and that all decisions to purchase or sell units/securities made by the Client and shall be on the basis of own personal judgment arrived at after due consideration. KSPL not assure or promise any bonus, interest, dividend, guaranteed returns and profit.
- 12) KSPL shall not be under any duty to verify compliance with any restriction on the Client's investment powers.
- 13) The Client is responsible for the personal and bank related details provided by the Client. Neither KSPL nor any of the Mutual Funds/Issuers or their respective Registrars shall accept any liability which may arise as a consequence of the erroneous information provided by the Client.
- 14) The Client authorizes the KSPL to disclose/share, all such information pertaining to the Client with the companies/ entities/subsidiaries/affiliates of KSPL or their agents' Banks/Financial Institutions/Statutory Bodies 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 KSPL under this arrangement or any other services. The Client shall undertake not to hold KSPL and/or companies/entities/ subsidiaries/affiliates of KSPL and/or their agents liable or responsible for use of the aforesaid information.
- 15) In case of change of address and personal details of the Client, the Client shall intimate the same via written letter/email to KSPL of such change. 16) The Client agrees and understands that the folio number of the Client in respect of the Mutual Fund schemes shall be received by KSPL from the Asset Management Company.
- 17) The Client agrees that, without prior intimation and acknowledgement of KSPL, the Client shall not deal/liaise with the Issuer Company/Mutual Fund/ Asset Management Company or its respective Registrars in respect of the services availed under this agreement.
- 18) Further, any change in the details of the Client including but not limited to the Demat account, Bank Account, Address, registered contact number, email ID shall be first intimated to the KSPL who may in turn liaise with the Issuer Company/ Mutual Fund/Asset Management Company or its respective Registrars to update such changes. The Issuer Company/ Mutual Fund/ Asset Management Company or its respective Registrars may reject such requests and in such an event KSPL shall not be liable for any such rejection.
- 19) The Client further agrees that the Client shall not close/change the details of the Bank account without prior notification to KSPL and the Client agrees that KSPL may instruct Bank of the Client to reject any such request received from the Client.
- 20) The Client shall provide KSPL with its Permanent Account Number (PAN). In the event the Client has mentioned "Not Applicable" against PAN in the Application Form, the Client confirms that the Client is exempted from obtaining a PAN under the provisions of the Income Tax Act, 1961. However, in the event the Client id/application is for Rs. 50,000 or more and PAN is not provided, the Client shall be required to submit Form 60 or Form 61 as the case may be together with permissible documents as proof of address.
- 21) The Client acknowledges that the purchase / application instructions shall be processed by KSPL only after sufficient funds to cover the purchase / application price and other costs and charges are received by KSPL.
- 22) If after execution of any transaction it is for any reason found that KSPL has not been provided with sufficient funds by the Client, the Client shall pay the deficient amount to KSPL forthwith on demand, failing which KSPL may (but shall not be bound to) square up the transaction at any time at the Client's sole risk and cost. Any loss arising on such squaring up will be borne solely by the Client and the Client shall pay to the KSPL the additional amount that may be payable by the Client, the KSPL's demand being conclusive.
- 23) The Client declares and confirms that the amount being invested by the Client. Client either directly or through its Power of Attorney holders, in any schemes of all mutual funds or other securities including but not limited to Initial Public Offerings/Public Offers, Rights issue and Buy Back offers is obtained through legitimate sources and is not held or designed for the purpose of contravention of the provisions of any Act, Rules and Regulations or any statute or legislation or any other applicable Laws or any Notifications, directions issued by any Governmental or Statutory Authority from time to time.
- 24) In case the Client is a Non-resident Indian, the Client confirms that the funds remitted from abroad are through approved banking channels or from the NRE/NRO/FCNR account.
- 25) If for any reasons, KSPL is unable to carry out the transactions as instructed by the Client/Client's authorized representative to the extent of full quantity of units/securities, the KSPL shall be entitled at its discretion and the Client hereby irrevocably authorizes the KSPL to carry out a transaction of a lesser quantity of units/securities. KSPL shall not be responsible for the non- execution of the Client's instructions for the entire quantity or the remaining quantity.

- 26) The Client agrees and acknowledges that any instruction given or purported to be given by the Client/its authorized representative before the cut off time as may be intimated by the KSPL to the Client from time to time, will be processed on the same day. Any instruction received after the cut off time will be processed on the next working day, if applicable.
- 27) In case of Mutual Fund, applicable Net Asset Value (NAV) shall be as per the Offer Document and SEBI Rules and Regulations. The units of scheme shall be allotted, redeemed or switched, as the case may be, at the NAV prevalent on the date of the application, if the application for purchase, redemption or switch is received by the Fund before the cut-off time as specified on the website and consistent with the terms of the scheme. Any request falling due on holiday would be processed on the next business day and respective NAV would be applicable as per Mutual Funds offer documents.
- 28) In case of other securities, the order for purchase, sell, offer under Buy Back etc. shall be accepted by KSPL only if the same is received by the cut off date as indicated on the website and consistent with the terms of the offer.
- 29) The Client agrees and acknowledges that after the first purchase transaction in any Mutual Fund, the Client may not be permitted to transact till the folio number is allotted. KSPL does not accept any liability for delay in processing time at the Mutual Fund's or Registrar's end.
- 30) KSPL shall credit the proceeds of the sale / redemption etc., for any of the Investment Products only after KSPL has received the same unless specifically agreed otherwise.
- 31) The Client acknowledges that KSPL or its representatives shall not be under any obligation to provide him with any tax, legal, accounting, investment advice or advice regarding the suitability or profitability of investment of any kind, nor does KSPL or its representatives give any advice or offer any opinion with respect to the nature, potential value or suitability of any particular transaction or investment strategy.
- 32) It is explicitly stated herein that the Mutual Fund Schemes/ Offer Documents/other schemes offered by KSPL, have not been/shall not be understood as recommended by the KSPL.
- 33) The Client can view his/her/its transactions on the website.
A physical copy of the transactions statement or the account statement shall be sent by KSPL only on a written request from the Client.
- 34) In case an application is made for Initial Public Offer/Public Offer/Units of Mutual Fund through KSPL, the Client authorizes KSPL to collect on Client's behalf, the refund amount, if any, from the Issuer Company/Registrar/ Asset Management Company/Mutual Fund and subsequently credit the same to Client's Bank account, after set-off/ adjustment of dues payable by the Client on account of obligations incurred in connection with the application.
- 35) The Client further agrees that KSPL shall not be held responsible for non-allotment of securities either fully or partly to Client, for any reason whatsoever. KSPL shall not be held responsible in case due to some reason the bid/application/revision instructions sent by 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.
- 36) KSPL shall not be held responsible for non-receipt/delay in/incorrect receipt of fund, if any, from the Registrar/ Company. KSPL shall not be held responsible for incorrect Tax Deduction at Source (TDS) by the Registrar/ company, if applicable, or for nonreceipt or delay in/ incorrect receipt of TDS Certificate, if any from the Registrar/Company/ Mutual Fund.
- 37) KSPL shall not be liable for any loss or damage caused by reason of failure or delay of the mutual fund 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.
- 38) The Client understands that the corporate actions including but not limited to Dividends, declared by the Issuer Company/Mutual Fund shall be directly paid by the Issuer Company/Mutual Fund to the Client's bank account as detail provided by the Client.
- 39) KSPL shall also not be liable to the Client for any delay, failure or refusal of the Mutual Fund/any Issuer Company / Corporation or other body in registering or transferring units to the names of the Clients of for any interest, dividend or other loss caused to the Client arising therefrom.
- 40) The Client agrees to provide KSPL 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 KSPL to collect from the Client in respect of the services offered under this agreement.
- 41) KSPL shall not be responsible for any changes in the data of any scheme as carried out in the Offer document or any other documents/material issued by Asset Management company/Issuer Company/Mutual Fund.
- 42) KSPL does not accept any liability for delay in processing time at the Mutual Fund's/Issuer or Registrar's end. The Client agrees that KSPL shall not be liable or responsible for non execution of any transactions for any reason, whatsoever.
- 43) Neither KSPL, nor any of the Mutual Funds/nor the issuer shall be liable for any failure to perform its obligations,

to the extent that such performance had been delayed, hindered or prevented by systems failures network errors, delay or loss of data due to the aforesaid, acts of God, floods, epidemics, quarantine, riot or civil commotion and war.

- 44) The Client agrees and understands that the application in Mutual Fund/Initial Public Offering shall be subject to the applicable Acts, Rules, Regulations, guidelines, circulars, notifications, and directives issued by the Regulatory Authorities and Offer Document issued by the respective Mutual Fund/ Issuer.
- 45) The Client further understands and agrees that he/she shall not place trades at unrealistic prices from current market price of the security or trade in illiquid securities which create artificial liquidity or amounts to manipulation of prices or cross/synchronized trades.
- 46) KSPL shall provide its services on a best efforts basis.

However KSPL shall not be liable for any failure or for any loss, damage or other costs arising in any way out of:

- a) System failure including failure of ancillary or associated systems, or fluctuation of power, or other acts of God/force majeure;
 - b) Accident, transportation, neglect, misuse, errors, frauds on the part of the Client or any agent of the Client or agents or any third party, or
 - c) Any fault in any attachments or associated equipments of the Client
 - d) Any incidental, special or consequential damages including without limitation of loss of profit.
- 47) In the event of disputes, differences, claims and questions between the Parties arising out of these Terms and Conditions or in any way relating hereto or to any provision hereof or the construction or interpretation thereof, the Parties shall first endeavor to settle the same by friendly consultation and, failing such settlement, Both the parties agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange/ regulators and circulars issued thereunder in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The language of Arbitration shall be English. The award of the arbitrator shall be final and binding.
 - 48) The Client understand that all disputes and differences arising out of, under or in connection with these terms and conditions or anything done hereunder shall be within the exclusive jurisdiction only to the courts of Mumbai. Further these terms and conditions are subject to and shall be construed in accordance with the laws prevalent in India.
 - 49) The Client understands that in cases of gross negligence, or willful default of Client, KSPL shall be indemnified by the Clients for, any and all costs, charges, expenses, claims, losses or liabilities of any nature (direct or indirect) including reasonable legal fees and expenses incurred and/or suffered by KSPL resulting from any act of omission/commission (or any delay) being committed by the Client.

BSDA Terms and Conditions**Basic Services Demat Account” (BSDA) terms specified herein:****I. Eligibility :**

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

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

II. Charges:

a. The charge structure may be on a slab basis as indicated below:

5. No Annual Maintenance Charges (AMC) shall be levied, if the value of holding is up to Rs. 50,000.
6. For the value of holding from Rs 50,001 to Rs 200,000, AMC not exceeding Rs 100 may be charged.

b. The value of holding shall be determined by KSPL on the basis of the daily closing price or NAV of the securities or units of mutual funds, as the case may be. Where such price is not available the last traded price may be taken into account and for unlisted securities other than units of mutual funds, face value may be taken into account.

c. If the value of holding in such BSDA exceeds the prescribed criteria at any date, KSPL may levy charges as applicable to regular accounts (non BSDA) from that date onwards.

d. KSPL shall reassess the eligibility of the BOs at the end of every billing cycle and give option to the BOs who are eligible to opt for BSDA.

III. Services for Basic Services Demat Accounts:

a. Transaction statements:

7. Transaction statements shall be sent to the BO at the end of each quarter. If there are no transactions in any quarter, no transaction statement may be sent for that quarter.
8. If there are no transactions and no security balance in an account, then no further transaction statement needs to be provided.
9. Transaction statement shall be required to be provided for the quarter in which the account became a zero balance account.

b. Holding Statement:

10. One annual physical statement of holding shall be sent to the stated address of the BO in respect of accounts with no transaction and nil balance.
11. One annual statement of holding shall be sent in respect of remaining accounts in physical or electronic form as opted for by the BO.

c. Charges for statements: Electronic statements shall be provided free of cost. In case of physical statements, KSPL shall provide at least two statements free of cost during the billing cycle. Additional physical statement may be charged at a fee not exceeding Rs.25/- per statement.

d. All BOs opting for the facility of BSDA, shall register their mobile number for availing the SMS alert facility for debit transactions.

e. At least Two Delivery Instruction Slips (DIS) shall be issued at the time of account opening.

f. In case the individual already has BSDA or open a new BSDA on a later date, then status of this demat account as BSDA will ceased to exist

g. All other conditions as applicable to regular demat accounts, other than the ones mentioned here above shall continue to apply to basic services demat account.