



# PROSPERA

FINSTOCKS PVT. LTD.

NSE / BSE / CDSL

CIN-U66190HR2024PTC126044

NON-INDIVIDUAL

## Client Registration Form



## PROSPERA FINSTOCKS PRIVATE LIMITED

Member: NSE, BSE & CDSL

SEBI Registration Numbers:

<b>NSE (CM)</b>	INZ000328737	Member Id 90460	Dated: 22-09-2025
<b>NSE (F&amp;O)</b>	INZ000328737	Member Id 90460	Dated: 22-09-2025
<b>BSE (CM)</b>	INZ000328737	Member Id 6962	Dated: 18-11-2025
<b>BSE (F&amp;O)</b>	INZ000328737	Member Id 6962	Dated: 18-11-2025
<b>CDSL Regd. No.</b>	IN-DP-839-2026	DP ID:	Dated: 17-03-2026

**CIN No.:U66190HR2024PTC126044**

Regd. Office: Unit No 24 A, Ground Floor, Vipul Agora Building, MG Road, Gurgaon Haryana-122002  
Phone No.:0124-4779678 Email Id.:info@prosperafinstocks.com, Website:www.prosperafinstocks.com

### Clearing Members Detail (CM/F&O Segment)

Clearing Member CM/F&O Segment(NSE)	Clearing Member CM/F&O Segment(BSE)
Orbis Financial Corporation Ltd	Orbis Financial Corporation Ltd
SEBI Regn. No.: INZ000165534	SEBI Regn. No.: INZ000165534
4A, OCUS Technopolis, Sector 54	4A, OCUS Technopolis, Sector 54
Golf Club Road Gurgaon 122002	Golf Club Road Gurgaon 122002
Telephone.: 91-124-4546565	Telephone.: 91-124-4546565

### Compliance Officer

SHUBHAM JAIN  
Ph:0124-4779678  
Email Id:compliance@prosperafinstocks.com

### CEO /Director Detail

NARENDER KUMAR JAIN  
Ph:0124-4779678  
Email Id:info@prosperafinstocks.com

For any grievance/dispute please contact **PROSPERA FINSTOCKS PRIVATE LIMITED**. at the above address or email id: grievance@prosperafinstocks.com and Phone No.: 0124-4779678. In case not satisfied with the response, please contact the concerned exchange(s) at (NSE) ignse@nse.co.in and Phone no 18002660058. (BSE) is@bseindia.com and Phone No.:022-22728097. (CDSL) complaints@cdslindia.com and Phone No. 1800225533 (Toll Free).

### RISK PROFILE-ASSESSMENT (TO BE FILLED BY BRANCH/HO DEPARTMENT HEAD)

Type of Customer	
Category of Customer	<input type="checkbox"/> Low <input type="checkbox"/> Medium <input type="checkbox"/> High
Observation of the official regarding correlation between the annual gross Income / Sales and proposed borrowing.	
Value of House / Property	
Is the official fully satisfied with the information furnished by the customer or he feels the need for cross checking any of these details with relative documents. If so, it should be arranged.	
Specific Recommendations for obtaining Additional Information. (Indicate what type of additional information should be obtained).	
Signature	
Comments on Enhanced Due Diligence (If any)	

Application No.	Dp Ref. NO.	DDPI NO.
Client Name-----		Client Code-----
Branch/Sub-Broker-----		Branch Code-----
DP ID-----		Client Id-----
Date of Registration-----		

**Note:** The information to be given in the Form is the sole property of Prospera Finstocks Pvt. Ltd. and would not be disclosed to any one unless required by law or except with the permission of the client.

## CHECKLIST FOR KYC (PLEASE TICK WHEREVER APPLICABLE)

CKYC Reference No. : 14 DIGITS KYC NUMBER

Valid Documents (Copies of all documents to be self attested)			Please Tick
<b>PAN Card</b>	Account Holder & Joint Holder's (If any)		
<b>Photograph</b>	One Colored Passport Size Photograph		
<b>Additional Proof of Identity</b> (Any One)	a. PAN Card	<input type="checkbox"/> KRA document used (Email Id to be provided on given KRA Form)	
	b. Voter ID		
	c. Valid Passport		
	d. Valid Driving License		
	e. Unique Identification Number (UID) (Aadhaar)		
	f. Other (Pls. Specify) _____		
<b>Proof of Address</b> (Any One) Permanent / Correspondence	a. Voter ID	<input type="checkbox"/> KRA document used	
	b. Valid Passport		
	c. Valid Driving License		
	d. Unique Identification Number (UID) (Aadhaar)		
	e. Bank Statement/Passbook (not more than 3 month old must contain complete address of client)		
	f. Electricity Bill (not more than 3 months old)		
	g. Resident landline Tel. Bill (not more than 3 month		
	h. Other (Pls. Specify) _____		
<b>Bank Proof With MICR / IFSC Code</b> (1st Holder only)	a. Bank Statement / Bank Passbook with cheque left (not more than 3 month old)		
	b. Bank's Certificate on letter head of the Bank (ORIFINAL)		
	c. Cancelled Personalized Cheque left		
<b>Demat Proof</b> (Any One) (1st Holder only)	a. Client Master (CML copy duly attested by DP)		
	b. DP Statemnt / Transaction cum Holding Statement (Duly attesed by DP)		
<b>Proof of Income</b> (Any One) Mandatory for Derivatives Segments) (1st Holder)	a. Copy of latest ITR acknowledgment		
	b. In case of salary income - Salary Slip, Copy of Form 16		
	c. Net-worth certificate (Not more than 1 year old)		
	d. Copy of Demat Account Holding Statemnt (not more than 3 months old)		
	e. Bank Account Statement for last 6 month reflecting income		

### FATCA / CRS DECLARATION / SELF CERTIFICATION FOR INDIVIDUAL

Client Name				
		<b>First Holder</b>	<b>Second Holder</b>	<b>Third Holder</b>
1.	Are you Indian Resident Person ? (Refer Risk disclosure Document at <a href="http://www.prosperafinstocks.com">www.prosperafinstocks.com</a> )	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	Specify country of residence for tax purpose (If above clause is no)			
3.	Specify Tax Identification No./Others			

Note : If you are a U.S. Person and / or if your tax residency / nationality / citizenship is other than India, then please provide declaration / self certification under FATCA/ CRS. This declaration form can be downloaded from [www.prosperafinstocks.com](http://www.prosperafinstocks.com)

\_\_\_\_\_  
Signature of 1st Holder



\_\_\_\_\_  
Signature of 2nd Holder



\_\_\_\_\_  
Signature of 3rd Holder





# INDEX OF DOCUMENTS

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		B. Document Captures the additional information about the constituent relevant to Trading/Demat account and an instruction/check list.	5-6	
2.	Policies and Procedures	Document describing significant policies and procedures of the stock broker	<b>SEPARATE COPY FOR CLIENT ALSO AVAILABLE ON www.prosperafinstocks.com</b>	
3.	Rights and obligations	Document stating Rights & obligations of stock broker/trading member, sub-broker/Authorised Person and client for trading on exchange (including additional rights & obligations in case of internet/wireless technology based trading).		
4.	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.		
5.	Guidance note	Document detailing do's and dont's for trading on exchange, for the education of the investors.		
6.	Rights & obligations of Beneficial Owners & Depository Participants.	Document stating the Rights & Obligation or Beneficial Owners and Depository Participants.		
7.	Tariff Sheet	Document detailing the rate/amount of brokerage & other charges levied on the client for trading on stock exchange (s) & DP Service charges/fee Structure		8
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## IMPORATNT NOTE

### 1. Signature Types:

√ Signature of Client/ First Holder    √√ Signature of Second Holder    √√√ Signature of Third Holder

 Signature of Introducer     Signature of Guardian     Authorised Signatory     Signature of First Witness

2. In case of any correction in the form – Sign next to the correction done & Sign has to match the Original Signature

## IMPORTANT INSTRUCTIONS

- All details to be filled in capital Block letter in Black / Blue Ink Only.
- Email ID & Mobile number in mandatory for account related password and transaction details.
- Corrections in the KYC form should be counter signed.
- Strike off whichever option in the account opening form, is not applicable.
- All Originals to be produced for physical verification.
- If any proof of identity or address is in a regional language, the translation into English is required.
- Sole proprietor must make the application in his individual name & capacity.
- Name & address of the applicant mentioned in the KYC form, should match with the documentary proof submitted.



**Important Instructions:**

- A) Fields marked with "\*" are mandatory fields.
- B) Tick '✓' wherever applicable.
- C) Please fill the date in DD-MM-YYYY format.
- D) Please fill the form in English and in BLOCK letters.
- E) KYC number of applicant is mandatory for update application.
- F) List of State / U.T code as per Indian Motor Vehicle Act,1988 is available at the end.
- G) List of two character ISO 3166 country codes is available at the end.
- H) Please read section wise detailed guidelines / instructions at the end.
- I) For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated.

**For office use only** Application Type\*  New  Update  
 (To be filled by financial institution) KYC Number  (Mandatory for KYC update request)

**1. ENTITY DETAILS\*** (Please refer instruction **A** at the end)

Name\*

Entity Constitution Type\*  Others (Specify)  (Please refer instruction **B** at the end)

Date of Incorporation / Formation\* -- Date of Commencement of Business --

Place of Incorporation / Formation\*  Country of Incorporation / Formation\*  TIN or Equivalent Issuing Country

PAN \*   Form 60 furnished

TIN / GST Registration Number

**2. PROOF OF IDENTITY (PoI)\*** (Please refer instruction **B** at the end)

Officially valid document(s) in respect of person authorised to transact

Certificate of Incorporation / Formation   Registration Certificate  Regn Certificate No.

Memorandum and Articles of Association  Partnership Deed  Trust Deed

Resolution of Board / Managing Committee  Power of attorney granted to its manager, officers or employees to transact on its behalf

Activity Proof - 1 (For Sole Proprietorship Only)  Activity Proof - 2 (For Sole Proprietorship Only)

**3. ADDRESS\*** (Please see instruction **C** at the end)

**3.1 Registered Office Address / Place of Business\***

Proof of Address\*  Certificate of Incorporation / Formation  Registration Certificate  Other Document

Line 1\*

Line 2

Line 3  City / Town / Village\*

District\*  PIN / Post Code\*  State / U.T Code\*  ISO 3166 Country Code\*

**3.2 Local Address in India (If different from Above)\***

Line 1\*

Line 2

Line 3  City / Town / Village\*

District\*  PIN / Post Code\*  State / U.T Code\*  ISO 3166 Country Code\*

**4. CONTACT DETAILS** (All communications will be sent to Mobile number/ Email-ID provided\* may be used) (Please refer instruction **D** at the end)

Tel. (Off) - FAX -

Mobile - Email ID

Mobile - Email ID

**5. NUMBER OF RELATED PERSONS**  (Please refer instruction **E** at the end)





## Details of Promoters/ Partners/ Karta / Trustees and whole time directors forming a part of Know Your Client (KYC) Application Form for Non-Individuals

Name of Applicant \_\_\_\_\_ PAN of the Applicant 

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Sr. No.	PAN	Name	DIN (For Directors) / UID (For Others)	Residential / Registered Address	Relationship with Applicant (i.e. promoters, whole time directors etc.)	Whether Politically Exposed	Photograph
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	
						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> NO	

4

(3) Name & Signature of the Authorised Signatory(ies)

Date 

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 / 

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 / 

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PEP: Politically Exposed Person

RPEP: Related to Politically Exposed Person

**ADDITIONAL KYC DETAILS FOR DEMAT & TRADING ACCOUNT**

**Type of Account**

<input type="checkbox"/> Ordinary Resident	<input type="checkbox"/> Foreign National	<input type="checkbox"/> Mutual Fund	<input type="checkbox"/> FI	<input type="checkbox"/> HUF
<input type="checkbox"/> Qualified Foreign Investor	<input type="checkbox"/> Margin	<input type="checkbox"/> Trust	<input type="checkbox"/> FII	
<input type="checkbox"/> NRI – Repatriable	<input type="checkbox"/> Body Corporate	<input type="checkbox"/> Bank	<input type="checkbox"/> CM	
<input type="checkbox"/> NRI - Non Repatriable	<input type="checkbox"/> Promoter	<input type="checkbox"/> Other (Please Specify).....		

**A. BANK ACCOUNT DETAILS (BANK 1 WILL BE CONSIDERED FOR PAY OUT OF FUNDS)**

Bank 1 : Bank Name & Branch Location:

Account No.	<input type="checkbox"/> Savings	<input type="checkbox"/> Current
MICR Code	IFSC Code	

Bank 2 : Bank Name & Branch Location:

Account No.	Type your text	<input type="checkbox"/> Savings	<input type="checkbox"/> Current
MICR Code	IFSC Code		

**B. DEPOSITORY ACCOUNT DETAILS (DP 1 DETAILS CONSIDERED FOR PAYOUT OF SECURITIES IF FILLED)**

	DP 1 Details	DP 2 Details
Depository	<input type="checkbox"/> CDSL	<input type="checkbox"/> CDSL <input type="checkbox"/> NSDL
DP Name	PROSPERA FINSTOCKS PVT. LTD	
Client Name		
DP ID		
BO ID		

**C. TRADING PREFERENCES \*Please sign in the relevant boxes where you trade. The segment not chosen should be struck off by the client.**

Exchanges	Segment	Client Signature
NSE/ BSE / MSEI	Cash	Signature of Applicant <span style="float:right">Signature of 1st Holder</span>
NSE/ BSE / MSEI	F&O	Signature of Applicant <span style="float:right">Signature of 1st Holder</span>

If you do not wish to trade in any of Segments Please mention here.....

**D. PAST ACTIONS**

Details of any action / proceedings initiated / pending / taken by 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.

No.     If yes, please specify

**E. DISCOUNT BROKING**

I/We hereby confirm that I/ we wish to Open Trading Account with Discount Broking.

Applicant Signature: \_\_\_\_\_

**F. INTRODUCER DETAILS**

Status of Introducer     Sub-broker/AP     Employee     Existing Client     Others (Specify)

Introducer Name    SB/AP/Emp/Client Code:

Address of SB/AP:

Relation CYKC No: \_\_\_\_\_

Signature of the Introducer \_\_\_\_\_

**F. DEALING THROUGH SUB-BROKERS / AUTHORISED PERSON (AP)/OTHER STOCK BROKER**

If Yes, please specify

Name of Broker/SB/AP	SEBI Registration No.	
Name of Exchange	Trading Code	
Details of disputes/dues pending from/to such stock broker/sub-broker		
Whether you are a Member / Sub-broker / AP of any Exchange <input type="checkbox"/> Yes <input type="checkbox"/> No		

**G. STANDING INSTRUCTION / OTHER DETAILS / EMAIL-SMS ALERT / CONTRACT NOTE PREFERENCE**

To send Electronic Transaction, Holding Statement, ECN / Bill & all correspondence at 1st Holder Email ID stated in KYC	<input type="checkbox"/> Yes <input type="checkbox"/> No
To share email id with Registrar & Transfer Agent (RTA)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Dividend / Interest to receive in bank account stated in KYC via ECS	<input type="checkbox"/> Yes <input type="checkbox"/> No
To avail facility of Internet Trading & Wireless Technology	<input type="checkbox"/> Yes <input type="checkbox"/> No
To receive Annual Report in Electronic mode	<input type="checkbox"/> Yes <input type="checkbox"/> No
To receive Rights & Obligations, RDD, Guidance Note, Policies & Procedures & all non mandatory documents in electronic and also displayed for information on website <a href="http://www.prosperafinstocks.com">www.prosperafinstocks.com</a>	<input type="checkbox"/> Yes <input type="checkbox"/> No
We Wish / Not Wish open an BSDA account	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Optional
To receive Delivery Instruction Slip	<input type="checkbox"/> Yes <input type="checkbox"/> No
DP Account Statement	<input type="checkbox"/> Monthly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Weekly <input type="checkbox"/> As per SEBI Regulation
Declaration for Email & Mobile Number	<input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent

**Note:** To register for Easi please visit website [www.cdslindia.com](http://www.cdslindia.com), where BO can view ISIN balances, transaction & portfolio online.**H. INFORMATION FOR PREVENTION OF MONEY LAUNDERING ACT, 2002 & OTHER DETAILS**

Experience	Number of years of Investment / Trading Experience <input type="checkbox"/> —
Gross Annual Income	<input type="checkbox"/> Below Rs. 1 Lac <input type="checkbox"/> Rs. 1-5 Lac <input type="checkbox"/> Rs. 5- 10 Lac <input type="checkbox"/> Rs. 10-25 Lac <input type="checkbox"/> Rs. 25-50 Lac <input type="checkbox"/> Rs.50 Lacs-1 crore <input type="checkbox"/> More than Rs. 1 crore. or Net Worth in ₹ as on date DD / MM / YYYY
Nature of Business	<input type="checkbox"/> Manufacturing <input type="checkbox"/> Services <input type="checkbox"/> Trading <input type="checkbox"/> Consultancy <input type="checkbox"/> Others
Guardian Details	Name: _____ PAN _____
	CKYC Reference No.: _____ Relation _____
Is the Client Politically Exposed Person (PEP) or Related to a PEP <input type="checkbox"/> Yes <input type="checkbox"/> No	

**DECLARATION**

I/We declare that the particulars furnished above are true & correct to the best of my/our knowledge & belief. I/We agree & undertake to intimate the DP / Stock broker any change (s) in the details therein immediately. 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 & suitable action.

I/We confirmed having received, read/been explained and understood the content of the Rights and Obligations Document for trading and DP Services, Risk Disclosure Document, Guidance Note and Agree to abide by and be bound by the same and by the Bye-Laws as are in force from time. I/We also confirm having read/been explained and understood the contents of the document on policy and procedures of the stock broker and the tariff sheet. I/We have also the informed that the standard set of documents has been displayed for information on stock broker's designated web site i.e. [www.prosperafinstocks.com](http://www.prosperafinstocks.com)

Signature of 1st Holder

✓✓

Signature of 2nd Holder

✓✓✓

Signature of 3rd Holder

**Place:****Date:****DISCLOSURE INFORMATION (FOR PROSPERA FINSTOCKS PVT. LTD.)**

To,  
Sir,  
This is to inform you that we do client based trading and pro-account in National Stock Exchange of India Ltd. (NSE) / Bombay Stock Exchange Ltd. (BSE)  
Thanks and best regards.

For PROSPERA FINSTOCKS PVT. LTD

Authorised Signatory / Director

I acknowledge the receipt of information given above by PROSPERA FINSTOCKS PVT. LTD That they do Client base trading and Pro-account trading

Client Name :

(Note : To be signed by person himself/herself not be signed by his/her attorney/authorised person etc.

Signature of Client

Authorised Signatory

## INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

**A. IMPORTANT POINTS:**

1. Self attested copy of PAN card is mandatory for all clients.
2. Copies of all the documents submitted by the applicant should be self-attested 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 the below 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 address 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/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the 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 or 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 a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/military officers, senior executives of state owned corporations, important political party officials, etc.

**B. Proof of Identity (POI):** List of documents admissible as Proof of Identity:

1. PAN card with photograph. This is a mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D).
2. Unique Identification Number (UID) (Aadhaar)/Passport/Voter ID card/Driving license.
3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

**C. Proof of Address (POA):** List of documents admissible as Proof of Address: (\*Documents having an expiry date should be valid on the date of submission.)

1. Passport/Voters Identity Card/Ration Card/Registered Lease or Sale Agreement of

Residence/Driving License/Flat Maintenance bill/Insurance Copy.

2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement/Passbook - Not more than 3 months old.
4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

**D. Exemptions/clarifications to PAN**

(\*Sufficient documentary evidence in support of such claims to be collected.)

1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the state of Sikkim.
3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
4. SIP of Mutual Funds upto Rs 50,000/- p.a.
5. In case of institutional clients, namely, FIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

**E. List of people authorized to attest the documents:**

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
2. 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. In case of Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & POA, as mentioned below:**

Types of entity	Documentary requirements
<b>Corporate</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year)</li> <li>• Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year)</li> <li>• Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations</li> <li>• Photograph, POI, POA, PAN of individual promoters holding control – either directly or indirectly</li> <li>• Copies of the Memorandum and Articles of Association and certificate of incorporation</li> <li>• Copy of the Board Resolution for investment in securities market</li> <li>• Authorised signatories list with specimen signatures</li> </ul>
<b>Partnership firm</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year)</li> <li>• Certificate of registration (for registered partnership firms only)</li> <li>• Copy of partnership deed</li> <li>• Authorised signatories list with specimen signatures</li> <li>• Photograph, POI, POA, PAN of Partners</li> </ul>
<b>Trust</b>	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year)</li> <li>• Certificate of registration (for registered trust only). Copy of Trust deed</li> <li>• List of trustees certified by managing trustees/CA</li> <li>• Photograph, POI, POA, PAN of Trustees</li> </ul>
<b>HUF</b>	<ul style="list-style-type: none"> <li>• PAN of HUF</li> <li>• Deed of declaration of HUF/List of coparceners</li> <li>• Bank pass-book/bank statement in the name of HUF</li> <li>• Photograph, POI, POA, PAN of Karta</li> </ul>
<b>Unincorporated Association or a body of individuals</b>	<ul style="list-style-type: none"> <li>• Proof of Existence/Constitution document</li> <li>• Resolution of the managing body &amp; Power of Attorney granted to transact business on its behalf</li> <li>• Authorized signatories list with specimen signatures</li> </ul>
<b>Banks/Institutional Investors</b>	<ul style="list-style-type: none"> <li>• Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years</li> <li>• Authorized signatories list with specimen signatures</li> </ul>
<b>Foreign Institutional Investors (FII)</b>	<ul style="list-style-type: none"> <li>• Copy of SEBI registration certificate</li> <li>• Authorized signatories list with specimen signatures</li> </ul>
<b>Army/Government Bodies</b>	<ul style="list-style-type: none"> <li>• Self-certification on letterhead</li> <li>• Authorized signatories list with specimen signatures</li> </ul>
<b>Registered Society</b>	<ul style="list-style-type: none"> <li>• Copy of Registration Certificate under Societies Registration Act</li> <li>• List of Managing Committee members</li> <li>• Committee resolution for persons authorised to act as authorised signatories with specimen signatures</li> <li>• True copy of Society Rules and Bye Laws certified by the Chairman/Secretary</li> </ul>

Please Submit the KYC Documents on A4 Size Paper Only.

## CHARGES FOR DEPOSITORY SERVICES

PARTICULARS	BSDA	INDIVIDUAL	CORPORATE
DOCUMENT CHARGES (ONE TIME)	Nil	Nil	Nil
ANNUAL MAINTENANCE CHARGES*	Holdings value Rs 1/- to Rs 400000/- Nil Rs. 400001/- to Rs 1000000/- Rs. 100/- Rs.1000000/- & above Rs 88/- +GST	Individual/Huf Rs. 88+GST NRI Rs. 4000/- +GST	Corporate - Rs. 888+GST ESCROW - Rs. 8000+GST
ACCOUNT CLOSING CHARGES	Nil	Nil	Nil
DEMATERIALISATION	Rs. 48 Per Script/ Rs.4 per Certi. Postage charge extra	Rs. 48 Per Script/ Rs.4 per Certi. Postage charge extra	Rs. 48 Per Script/ Rs.4 per Certi. Postage charge extra
REMATERIALISATION	0.16% min Rs.12 every 100 securities or part thereof whichever is higher payable	0.16% min Rs.12 every 100 securities or part thereof whichever is higher payable	0.16% min Rs.12 every 100 securities or part thereof whichever is higher payable
REMATERIALISATION (MUTULFUND)	<b>Restat-SOA / Redemption</b> For conversion of MF units in to SOA (Statement of Account) and Redemption of Mutual Fund units, a flat fee of Rs. 12 Per Transaction	<b>Restat-SOA / Redemption</b> For conversion of MF units in to SOA (Statement of Account) and Redemption of Mutual Fund units, a flat fee of Rs. 12 Per Transaction	<b>Restat-SOA / Redemption</b> For conversion of MF units in to SOA (Statement of Account) and Redemption of Mutual Fund units, a flat fee of Rs. 12 Per Transaction
COSTODIAN CHARGES	Nil	Nil	Nil
PURCHASE (MARKET & OFF MARKET)	Nil	Nil	Nil
SALES (MARKET & OFF MARKET)	0.016% min Rs.16	0.016% min Rs.16	0.016% min Rs.16
STATEMENT OF TRANSACTION (EXTRA)	Rs.16	Rs.16	Rs.16
CREATION OF PLEDGE/ MARGIN PLEDGE	Rs.16 Per ISIN	Rs.16 Per ISIN	Rs.16 Per ISIN
MARGIN REPLEDGE/ UNPLEDGE	Rs.8 Per ISIN	Rs.8 Per ISIN	Rs.8 Per ISIN
CLOSURE/CONFIRMATION OF PLEDGE	Rs.16 Per ISIN	Rs.16 Per ISIN	Rs.16 Per ISIN
INVOCATIONS OFPLEDGES	Rs.16 Per ISIN	Rs.16 Per ISIN	Rs.16 Per ISIN

Note:-

1. STT, SEBI turnover fees Stamp duty, Transaction charges/GST, Transaction charges and other statutory levies (if any) shall be levied as per prevailing rates.
2. Rs. 15/- per request/booklet will be charged for additional Dis requisition, account statement, holding with valuation, account modification, freeze & unfreeze etc.
3. Charges levied on account of cheques return, wrong reporting of cheques, DP scheme charges, issue of duplicate statements etc. may be recovered from your account.
4. Clearing charges would be charged extra wherever applicable as per the prevailing rates.
5. Prospera Finstocks Pvt Ltd. Reserves the rights to increase the tariff charges from time to time at its sole discretion, under 30 days prior intimation to clients either by way of ordinary post or by an email and by notification on the back office interface.
6. Debit Balance or any Notional Credit: Prospera Finstocks Pvt Ltd ("Broker") will charge interest on the debit balance in your trading account or on any type of notional credit provided to client, subject to maximum rate of 18% per annum, or 0.04% per day. This interest will accrue on a daily basis and be charged to your account as per the Broker's standard billing cycle.
7. Pledging: In the event that you use collateral margin to trade in Futures & Options (F&O) and do not maintain at least 50% of the margin requirement in cash, the Broker will charge interest on the cash component funded by Prospera Finstocks Pvt Ltd subject to maximum rate of 18% per annum. This interest will be calculated on a daily basis and will be charged to your account.  
**Notes:** In case the value of securities exceed Rs.10,00,000/- the BSDA account will automatically be converted into a normal account and normal charges as per the prevailing scheme will be applicable.

\_\_\_\_\_  
√ Signature of Client/ First Holder

\_\_\_\_\_  
√√ Signature of Second Holder

\_\_\_\_\_  
√√√ Signature of Third Holder

Received copy

Client Signature.....

**VOLUNTRY**

**Prospera Finstocks Private Limited**

Unit No.24 A, Ground Floor,  
Vipul Agora Building MG Road,  
Gurgaon  
Haryana -122002

Dear Sir,

Date : \_\_\_\_\_

Client Code : \_\_\_\_\_

**Sub.: Running Account Authorization**

I hereby authorize you to maintain a Running Account with the following objectives

- (i) Maintenance of funds, which means that the actual settlement of funds shall be done at least once in a calendar
  - QUARTERLY
  - MONTHLY
- (ii) In case I have any outstanding obligations on the settlement date, you have the right to retain the requisite funds towards such obligations.
- (iii) I reserve the right to revoke this authorization at any time.
- (iv) In spite of this authorization, I shall retain the right to withdraw funds at any time after submitting a formal request for the same.
- (v) I also undertake to bring any dispute arising from the statement of account or settlement so made within 7 working days from the date of receipt of funds or statement, as the case may be.
- (vi) This authorization must be dated.

Yours sincerely,

Client Name : \_\_\_\_\_

Signature

**PMLA Declaration**

I declare that I have read and understood the contents and the provisions of the PMLA Act, 2002, which were also explained to me by AGSL officials. I further declare that I shall adhere to all the provisions of PMLA Act, 2002.

I further undertake and confirm that;

- A. I do not have any links with any known unlawful persons/institutions
- B. I am a genuine person and not involved or indulge knowingly or assisted, directly or indirectly, in any process or activity connected with the proceeds of crime nor I am a party to it. The investment money is derived from proper means and does not involve any black or Hawala money in any manner.

Client Name : \_\_\_\_\_

Signature

**TARIFF SHEET**

Document detailing the rate / amount of brokerage and other charge slaved on the client for trading on the stock exchange(s) (to be added by the stock broker)

**BROKERAGE SLABS**

Delivery transactions (%)	Minimum rate on Delivery transactions (paise)	Intraday transactions (%)	Minimum rate on Intraday transactions (paise)	F&O transactions (%)	Options contracts (Rs/contract)

\*Delayed Payment Charges (% pa) - 18

Signature.....

**STANDING INSTRUCTION TO MAINTAIN RUNNING ACCOUNT (VOLUNTARY)**

I/We request you to maintain my/our accounts for funds and securities on running accounts basis instead of bill to bill\* settlement basis unless I/We specifically request you for a pay out of available free funds or securities in the accounts. You may settle the accounts at Monthly/Quarterly (strike off whichever is not applicable else the option will be consider as Quarterly) or at such other intervals as SEBI/Stock Exchange may specify from time to SEBI and RMs Policy of PROSPERA FINSTOCKS PVT LTD. From time to time or towards other unbilled services and /or charges applicable on my accounts, while settling accounts.

I/We further understanding and agree that no interest will be payable on the amount of funds retained by you as above. I/We agree that PROSPERA FINSTOCKS PVT. LTD Shall not be liable of claim for loss or profit for any consequential, incident at special or exemplary damages, or otherwise, caused by retention of such securities/funds. The standing instruction / Authorization for marinating my/our accounts are running accounts shall remain valid until revoked in writing addressed to you.

Client Code:-----

Signature-----

**LETTER OF AUTHORITY**

To  
PROSPERA FINSTOCKS PVT LTD  
Unit No.24 A, Ground Floor,  
Vipul Agora Building MG Road,  
Gurgaon, Haryana-122002

Dear Sir/Ma'am,

I hereby authorise Mr/Ms ----- to trade on my behalf of me in my trading account code----- I will be fully responsible for all traders done by authorised person in my trading account code. Further Mr/Ms----- is my----- and he is also authorised to collect and deliver Cheque/Bill's / Contract notes/ deliver instruction/ or any other required documents as the case may be.

Client Name:-----

Signature -----

**Whether you wish to receive Mandatory (Standard Set) documents as prescribed by SEBI & Exchanges i.e.,**

- (i) Rights & Obligation of stock broker, sub-broker and client for trading on exchanges (including additional rights & Obligation in case of internet/ wireless technology based trading.
- (ii) Rights and Obligation of beneficial owner and depository participant as prescribed by SEBI and depositories,
- (iii) Uniform Risk Disclosure Documents (for all segments/ exchanges); and
- (iv) Guidance Note detailing Do' and Don'ts for trading on stock exchanges, through

Physical Form  Electronic Form (through Email as provide in KYC Application Form)

**For receiving Statement of Account in electronic form:**

- (i) Client must ensure that confidentiality or 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.

Signature.....

(Please Tick wherever applicable)	Trading Code	Client id
-----------------------------------	--------------	-----------

Mobile No..... E-mail Id:.....

I/We hereby declare that the aforesaid mobile number or Email Id belongs to me:

I/We hereby declare that the aforesaid mobile number or Email Id belongs to my Family Member

(Relationship with client) and also I/We give my consent to make available my/our trade information to my Family Member.  
(Spouse, Dependent, Children and Dependent Parents):

Signature-----

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:
Relationship of Guardian with Minor:
PAN

**DIS OPTION**

Option1: I/We require you to issue Delivery Instruction Slip (DIS) booklet to me/us immediately on opening my/us CDSL account through I/We have issued a (POA/DDPI)executed PMS agreements favour of /with (Name of Attorney/Clearing Member/PMS Manager)for executing delivery instructions for setting stock exchange trades (settlement related transactions) effected through such Clearing Member/by PMS Manager.

Option 2: I/We do not require the Delivery Instruction Slip (DIS) for the time being, since I/We have issued a POA/executed PMS agreement in favour of with (Name of Attorney/Clearing Member/PMS Manager)for executing delivery instructions for setting stock exchange trades (settlement related transactions) effected through such Clearing Member/by PMS Manager. However the Delivery instruction Slip (DIS) booklet should be issued to me/us immediately on my/our request at any later date.

Signature of 1<sup>st</sup> Holder

Signature of 2<sup>nd</sup> Holder

Signature of 3<sup>rd</sup> Holder

I/We instruct the DP to receive each and every credit in my/our account (if not marked, the default option would by 'Yes')	Automatic Credit <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>SMS Alert Facility</b> Refer to Terms & Conditions given as <b>Annexure 2.4</b>	Mobile No.:+91..... (Mandatory, if you are giving POA /DDPI) (if POA/DDPI is not granted & you do not wish to avail of the facility , cancel this option). <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Easi</b>	To register for <b>easi</b> , please visit our website <a href="http://www.cdslindia.com">www.cdslindia.com</a> . <b>Easi</b> allows a BO to view his ISIN balance, transactions and value of the portfolio online. <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>CLEARING MEMBER DETAILS(To be filled by CMs only)</b>	
Name of Stock Exchange	
Name of CC/CH	
Clearing Member ID	Trading Member ID
Do you wish to receive dividend/interest directly in to your bank account given Below through ECS? (If not marked, the default option would be 'Yes') (ECS is mandatory for location notified by SEBI form time to time)	
<input type="checkbox"/> YES <input type="checkbox"/> NO	

I/We have received and read the document of 'Rights and Obligation of BO-DP' (DP-CM agreement for BSE Clearing Member Accounts) including the schedules thereto and the 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 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.

	Sole/First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signatures			

**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] Annexure 2.4**

**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](mailto: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 without 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 warranty 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).

BO ID. :

Sole / First Holder's Name : \_\_\_\_\_

Second Holder's Name : \_\_\_\_\_

Third Holder's Name : \_\_\_\_\_

Mobile No. On which messages are to be sent :

Email ID : \_\_\_\_\_

Above Mobile No. & Email ID Is Registered in the Name of \_\_\_\_\_

And related to me as \_\_\_\_\_ (Self / Spouse / dependent child / dependent parent / others)

\_\_\_\_\_  
Signature of 1st Holder      ✓✓      Signature of 2nd Holder      ✓✓      Signature of 3rd Holder

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Annexure-A**

**Demat Debit and Pledge Instructions**

SEBI/HO/MIR SD/DoP/P/CIR/2022/44

Demat Debit and pledge Instruction (DDPI) for transfer or Securities towards deliveries/Settlement Obligations and pledging/re-pledging of securities in favour of PROSPERA FINSTOCKS PVT. LTD.

DP ID - 12104300 SEBI single Registration IN-DP-839-2026

DP Id: \_\_\_\_\_

Trading Code: \_\_\_\_\_

Sr No.	Purpose	Signature of Client
1	Transfer of securities held in the beneficial owner accounts of the client towards Stock Exchange related Deliveries / settlement obligations arising out of trades executed by clients on the Stock Exchange through the Same stock broker.	First Holder _____ Second Holder _____ Third Holder _____
2	Pledging / re-pledging of securities in favour of trading member (TM) / clearing member (CM) for the purpose of meeting margin requirements of the clients in connection with the trades executed by the clients on the Stock Exchange.*the same may be eSigned or signed physically.	First Holder _____ Second Holder _____ Third Holder _____
3	Mutual Fund transactions being executed on Stock Exchange order entry platforms	First Holder _____ Second Holder _____ Third Holder _____
4	Tendering shares in open offers through Stock Exchange platform	First Holder _____ Second Holder _____ Third Holder _____

First Holder	Second Holder	Third Holder

\* the same may be eSigned or signed physically

For the purpose of execution of the above, I authorize the attorney to debit securities of transfer / Pledge, as the case may be from my aforesaid beneficial account to below mentioned beneficial account owners:

Details of Prospera Finstocks private Limited accounts where client securities can be moved

<b>Detail of Demat Account</b>		
CM BP ID/DP ID	Exchange	Description
12104300 00000076	NSE	CDSL Pool Account
12104300 00000080	BSE	CDSL Pool Account
12104300 00000101	NSE/BSE	CUSPA Account
IN303622 10139070	NSE/BSE	NSDL Pool Account
IN303622 10139096	NSE/BSE	TM Client Unpaid Securities Pledge Accounts (CUSPA)
<b>Margin Pledge &amp; Re-pledge</b>		
12104300 00000120	NSE/BSE	TM-Client Securities Margin Pledge Account
IN303622 10139107	NSE/BSE	TM-Client Securities Margin Pledge Account

## **Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories**

### **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 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.

### **Statement of account**

14. The DP shall provide statements of accounts to the beneficial owner in such form and manner and at such time as agreed with the Beneficial Owner and as specified by SEBI/depository in this regard.

15. However, if there is no transaction in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such BOs and shall resume sending the transaction statement as and when there is a transaction in the account.

16. The DP may provide the services of issuing the statement of demat accounts in an electronic mode if the Beneficial Owner so desires. The DP will furnish to the Beneficial Owner the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the DP does not have the facility of providing the statement of demat account in the electronic mode, then the Participant shall be obliged to forward the statement of demat accounts in physical form.

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 Beneficial Owner, the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of thirty days as per procedure specified from time to time by the depository. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the Beneficial Owner or the DP and shall continue to bind the parties to their satisfactory completion.

## Default in payment of charges

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,

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

### **Freezing/ De-freezing 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. The Joint holders are aware that in case of any Statutory Order for freezing any one joint holder, the demat account will be frozen and the other joint holders will have to obtain a specific Order for unfreezing their percentage of joint ownership by submitting the relevant documentary proof to the Order issuing authority.

### **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.

Declaration

I/We Confirm having read and understood the contents of the "Right and Obligations" document and acknowledge receipt of copy of same.

1.----- 2----- 3-----  
Signature of Client/authorized signatory(ies)

**Most Important Terms and Conditions (MITC)**

(For non-custodial settled trading accounts)

1. Your trading account has a “Unique Client Code” is 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, net worth, 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.

Signature of the Client

**Policy on Facility of voluntary freezing/ blocking of Trading Accounts by Clients**

SEBI and Exchanges has mandated trading members providing online trading facility to adopt a framework for voluntary freezing/blocking the online access of the clients trading account and include the same part of their risk management policy. The detailed policy is as follows:

1. Client may request for voluntary freezing / blocking the online access to their trading account through any of the following modes:
  - a. Email from registered e-mail ID
  - b. SMS from registered mobile number
  - c. Trading Member's App / website
2. The client shall submit request for freeze by logging into their mobile or Internet based application validating their identity.
3. On receipt of such request, the online access of the client's trading account shall be frozen/blocked and simultaneously all the pending orders including 'Good till date' and Equity SIP orders shall be cancelled.
4. The timelines for freezing/ blocking of the online access of the clients' trading account is as under:

<b>Request received Time</b>	<b>Timelines for freezing / blocking</b>
Trading hours and within 15 minutes before the start of trading.	Within 15 minutes
After the trading hours and 15 minutes before the start of trading.	Before the start of next trading session

5. Post freezing/blocking the client's trading account, a communication shall be sent on the registered mobile number and registered e-mail ID of the client, stating that the online access to the trading account has been frozen/blocked.

6. The communication shall inter-alia provide the following details to the clients:
  - a. Pending orders in the client's trading account that have been cancelled
  - b. Process of re-enablement of online access
  - c. Details of open positions along with contract expiry information within one hour from the freezing/blocking of the trading account.
7. Once the online access of the trading account is freezed / blocked such client may place orders through alternate channels such as call and trade.
8. Re-enabling the online access of trading account shall be carried out after necessary due diligence including validating the client request and unfreezing / unblocking the online access of the trading account.
9. The policy shall be displayed on the website and shall forma a part of the account opening kit for all new clients.
10. The Framework specified by the SEBI and the exchange shall be an integral part of the risk management policy.

## SUPPLEMENTARY KNOW YOUR CLIENT (KYC), FATCA, CRS & ULTIMATE BENEFICIAL OWNERSHIP (UBO) SELF CERTIFICATION FORM FOR NON-INDIVIDUALS

*(Please consult your professional tax advisor for further guidance on FATCA & CRS classification)*

Name of the entity					
Type of address given at KRA	<input type="checkbox"/> Residential or Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Business	<input type="checkbox"/> Registered Office	
PAN			Date of Incorporation	D D	M M Y Y Y Y
City of incorporation					
Country of incorporation					

### ADDITIONAL KYC INFORMATION

Gross Annual Income (Rs.) [Please ₹]	<input type="checkbox"/> Below 1 Lac	<input type="checkbox"/> 1 - 5 Lacs	<input type="checkbox"/> 5 - 10 Lacs	<input type="checkbox"/> 10 - 25 Lacs	<input type="checkbox"/> >25 Lacs - 1 Crore	<input type="checkbox"/> >1 Crore
<b>OR</b>						
Net-worth	Rs. _____ as on		D D	M M	Y Y Y Y	(Not older than 1 year)
Politically Exposed Person (PEP) Status* (Also applicable for authorised signatories/ Promoters/ Kartal/ Trustee/ Whole time Directors)	<input type="checkbox"/> I am PEP <input type="checkbox"/> I am Related to PEP <input type="checkbox"/> Not Applicable					
*PEP are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/ military officers, senior executives of state owned corporations, important political party officials, etc.						
Non-Individual Investors involved/ providing any of the mentioned services	<input type="checkbox"/> Foreign Exchange/Money changer Services <input checked="" type="checkbox"/> Gaming/Gambling/Lottery/Casino Services <input type="checkbox"/> Money Lending/Pawning <input type="checkbox"/> None of the above					

### FATCA & CRS Declaration

Please tick the applicable tax resident declaration -

1. Is "Entity" a tax resident of any country other than India  Yes  No  
*(If yes, please provide country/ies in which the entity is a resident for tax purposes and the associated Tax ID number below.)*

Sr. No.	Country	Tax Identification Number*	Identification Type (TIN or Other*, please specify)
1.			
2.			
3.			

\* In case Tax Identification Number is not available, kindly provide its functional equivalent.  
 In case TIN or its functional equivalent is not available, please provide Company Identification number or Global Entity Identification Number or GIIN, etc.

In case the Entity's Country of Incorporation / Tax residence is U.S. but Entity is not a Specified U.S. Person, mention Entity's exemption code here

#### PART A (to be filled by Financial Institutions or Direct Reporting NFEs)

1. We are a, Financial institution <input type="checkbox"/> (Refer 1 of Part C) or Direct reporting NFE <input type="checkbox"/> (Refer 3(vii) of Part C) (please tick as appropriate)	<b>GIIN</b> _____ <b>Note:</b> If you do not have a GIIN but you are sponsored by another entity, please provide your sponsor's GIIN above and indicate your sponsor's name below Name of sponsoring entity _____ _____
<b>GIIN not available</b> (please tick as applicable)	<input type="checkbox"/> <b>Applied for</b> <input type="checkbox"/> Not obtained – Non-participating FI <input type="checkbox"/> Not required to apply for - please specify 2 digits sub-category _____ (Refer 1 A of Part C)

#### PART B (please fill any one as appropriate "to be filled by NFEs other than Direct Reporting NFEs")

1.	Is the Entity a publicly traded company (that is, a company whose shares are regularly traded on an established securities market) (Refer 2a of Part C)	Yes <input type="checkbox"/> <i>(If yes, please specify any one stock exchange on which the stock is regularly traded)</i> Name of stock exchange _____
2.	Is the Entity a related entity of a publicly traded company (a company whose shares are regularly traded on an established securities market) (Refer 2b of Part C)	Yes <input type="checkbox"/> <i>(If yes, please specify name of the listed company and one stock exchange on which the stock is regularly traded)</i> Name of listed company _____ Nature of relation: <input type="checkbox"/> Subsidiary of the Listed Company <input type="checkbox"/> or <input type="checkbox"/> Controlled by a Listed Company Name of stock exchange _____
3.	Is the Entity an active NFE (Refer 2c of Part C)	Yes <input type="checkbox"/> Nature of Business _____ Please specify the sub-category of Active NFE <input type="checkbox"/> (Mention code – refer 2c of Part C)
4.	Is the Entity a passive NFE (Refer 3(ii) of Part C)	Yes <input type="checkbox"/> Nature of Business _____

**UBO Declaration (Mandatory for all entities except, a Publicly Traded Company or a related entity of Publicly Traded Company)**

**Category** (Please tick applicable category):  
 Unlisted Company       Partnership Firm       Limited Liability Partnership Company  
 Unincorporated association / body of individuals       Public Charitable Trust       Religious Trust       Private Trust  
 Others (please specify \_\_\_\_\_)

Please list below the details of controlling person(s), confirming ALL countries of tax residency / permanent residency / citizenship and ALL Tax Identification Numbers for EACH controlling person(s). (Please attach additional sheets if necessary)  
 Owner-documented FFI's should provide FFI Owner Reporting Statement and Auditor's Letter with required details as mentioned in Form W8 BEN E (Refer 3(vi) of Part C)

Details	UBO1	UBO2	UBO3
Name of UBO			
UBO Code (Refer 3(iv) (A) of Part (C))			
Country of Tax residency*			
PAN*			
Address	Zip _____ State: _____ Country: _____	Zip _____ State: _____ Country: _____	Zip _____ State: _____ Country: _____
Address Type	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered Office	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered Office	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered Office
Tax ID*			
Tax ID Type			
City of Birth			
Country of Birth			
Occupation Type	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____
Nationality			
Father's Name			
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others
Date of Birth	DD/MM/YYYY	DD/MM/YYYY	DD/MM/YYYY
Percentage of Holding (%) <sup>s</sup>			

\* To include US, where controlling person is a US citizen or green card holder  
 #If UBO is KYC compliant, KYC proof to be enclosed. Else PAN or any other valid identity proof must be attached. Position / Designation like Director / Settlor of Trust / Protector of Trust to be specified wherever applicable.  
 %In case Tax Identification Number is not available, kindly provide functional equivalent  
 \$Attach valid documentary proof like Shareholding pattern duly self attested by Authorized Signatory / Company Secretary

**FATCA - CRS Terms and Conditions**

The Central Board of Direct Taxes has notified Rules 114F to 114H, as part of the Income-tax Rules, 1962, which require Indian financial institutions to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our unit 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. Please note that you may receive more than one request for information if you have multiple relationships with us or our group entities. Therefore, it is important that you respond to our request, even if you believe you have already supplied any previously requested information. If you have any questions about your tax residency, please contact your tax advisor. If any controlling person of the entity is a US citizen or resident or green card holder, please include United States in the foreign country information field along with the 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.

**Certification**

I/We have read and understood the information requirements and the Terms and Conditions mentioned in this Form (read alongwith the FATCA & CRS Instructions) and hereby confirm that the information provided by me/us on this Form is true, correct and complete. I/We hereby agree and confirm to inform SMC for any modification to this information promptly. I/We further agree to abide by the provisions of the Scheme related documents inter alia provisions on 'Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards (CRS) on Automatic Exchange of Information (AEOI)'.

Name	
Designation	

Signature

Signature

Signature

Place \_\_\_\_\_  
Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## PART C FATCA Instructions & Definitions

### 1. Financial Institution (FI)

The term FI means any financial institution that is a Depository Institution, Custodial Institution, Investment Entity or Specified Insurance company, as defined.

- Depository institution: is an entity that accepts deposits in the ordinary course of banking or similar business.
  - Custodial institution: is an entity that holds as a substantial portion of its business, holds financial assets for the account of others and where its income attributable to holding financial assets and related financial services equals or exceeds 20 percent of the entity's gross income during the shorter of-
    - (i) The three financial years preceding the year in which determination is made; or
    - (ii) The period during which the entity has been in existence, whichever is less.
  - Investment entity is any entity:
    - ☒ primarily conducts a business or operates for or on behalf of a customer for any of the following activities or operations for or on behalf of a customer
      - (I) Trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading; or
      - (ii) Individual and collective portfolio management; or
      - (iii) Investing, administering or managing funds, money or financial asset or money on behalf of other persons;
    - or
    - ☒ gross income of which is primarily attributable to investing, reinvesting, or trading in financial assets, if the entity is managed by another entity that is a depository institution, a custodial institution, a specified insurance company, or an investment entity described above. An entity is treated as primarily conducting as a business one or more of the 3 activities described above, or an entity's gross income is primarily attributable to investing, reinvesting, or trading in financial assets of the entity's gross income attributable to the relevant activities equals or exceeds 50 percent of the entity's gross income during the shorter of:
      - (i) The three-year period ending on 31 March of the year preceding the year in which the determination is made; or
      - (ii) The period during which the entity has been in existence.
- The term "Investment Entity" does not include an entity that is an active non-financial entity as per codes 03, 04, 05 and 06 (refer point 2c.)
- Specified Insurance Company: Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

• FI not required to apply for GIIN:	
A. Reasons why FI not required to apply for GIIN:	
Code	Sub-category
01	Governmental Entity, International Organization or Central Bank
02	Treaty Qualified Retirement Fund; a Broad Participation Retirement Fund; a Narrow Participation Retirement Fund; or a Pension Fund of a Governmental Entity, International Organization or Central Bank
03	Non-public fund of the armed forces, an employees' state insurance fund, a gratuity fund or a provident fund
04	Entity is an Indian FI solely because it is an investment entity
05	Qualified credit card issuer
06	Investment Advisors, Investment Managers & Executing Brokers
07	Exempt collective investment vehicle
08	Trustee of an Indian Trust
09	FI with a local client base
10	Non-registering local banks
11	FFI with only Low-Value Accounts
12	Sponsored investment entity and controlled foreign corporation
13	Sponsored, Closely Held Investment Vehicle
14	Owner Documented FFI

### 2. Non-financial entity (NFE) - Entity that is not a financial institution

Types of NFEs that are regarded as excluded NFE are:

a. Publicly traded company (listed company) A company is publicly traded if its stock are regularly traded on one or more established securities markets (Established securities market means an exchange that is officially recognized and supervised by a governmental authority in which the securities market is located and that has a meaningful annual value of shares traded on the exchange)
b. Related entity of a publicly traded company The NFE is a related entity of an entity of which is regularly traded on an established securities market;
c. Active NFE : (is any one of the following):

Code	Sub-category
01	Less than 50 percent of the NFE's gross income for the preceding financial year is passive income and less than 50 percent of the assets held by the NFE during the preceding financial year are assets that produce or are held for the production of passive income;
02	The NFE is a Governmental Entity, an International Organization, a Central Bank, or an entity wholly owned by one or more of the foregoing;
03	Substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an entity shall not qualify for this status if the entity functions as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
04	The NFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFE;
05	The NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution;
06	The NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution;
07	<p>Any NFE that fulfills all of the following requirements:</p> <ul style="list-style-type: none"> <li>• It is established and operated in India exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in India and it is a professional organization, business league, chamber of commerce, labor organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare;</li> <li>• It is exempt from income tax in India;</li> <li>• It has no shareholders or members who have a proprietary or beneficial interest in its income or assets;</li> </ul> <p>The applicable laws of the NFE's country or territory of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and The applicable laws of the NFE's country or territory of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organization, or escheat to the government of the NFE's country or territory of residence or any political subdivision thereof.</p> <p>Explanation.- For the purpose of this sub-clause, the following shall be treated as fulfilling the criteria provided in the said sub-clause, namely:-</p> <p>(I) an Investor Protection Fund referred to in clause (23EA);</p> <p>(II) a Credit Guarantee Fund Trust for Small Industries referred to in clause 23EB; and</p> <p>(III) an Investor Protection Fund referred to in clause (23EC), of section 10 of the Act;</p>

### 3. Other Definitions

<p>(i) Related entity</p> <p>An entity is a 'related entity' of another entity if either entity controls the other entity, or the two entities are under common control For this purpose, control includes direct or indirect ownership of more than 50% of the votes and value in an entity.</p>
<p>(ii) Passive NFE</p> <p>The term passive NFE means</p> <p>(1) any non-financial entity which is not an active non-financial entity including a publicly traded corporation or related entity of a publicly traded company;</p> <p style="text-align: center;">or</p> <p>(2) an investment entity defined in clause (1) of these instructions</p> <p>(3) a withholding foreign partnership or withholding foreign trust;</p> <p>(Note: Foreign persons having controlling interest in a passive NFE are liable to be reported for tax information compliance purposes)</p>
<p>(iii) Passive income</p> <p>The term passive income includes income by way of :</p> <p>(1) Dividends,</p> <p>(2) Interest</p> <p>(3) Income equivalent to interest,</p> <p>(4) Rents and royalties, other than rents and royalties derived in the active conduct of a business conducted, at least in part, by employees of the NFE</p> <p>(5) Annuities</p> <p>(6) The excess of gains over losses from the sale or exchange of financial assets that gives rise to passive income</p> <p>(7) The excess of gains over losses from transactions (including futures, forwards, options and similar transactions) in any financial assets,</p> <p>(8) The excess of foreign currency gains over foreign currency losses</p> <p>(9) Net income from swaps</p> <p>(10) Amounts received under cash value insurance contracts</p>

But passive income will not include, in case of a non-financial entity that regularly acts as a dealer in financial assets, any income from any transaction entered into in the ordinary course of such dealer's business as such a dealer.

(iv) Controlling persons

Controlling persons are natural persons who exercise control over an entity and includes a beneficial owner under sub-rule (3) of rule 9 of the Prevention of Money-Laundering

(Maintenance of Records) Rules, 2005. In the case of a trust, the controlling person means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust. In the case of a legal arrangement other than a trust, controlling person means persons in equivalent or similar positions.

Pursuant to guidelines on identification of Beneficial Ownership issued vide SEBI circular no. CIR/MIRSD/2/2013 dated January 24, 2013, persons (other than Individuals) are required to provide details of Beneficial Owner(s) ('BO'). Accordingly, the Beneficial Owner means 'Natural Person', who, whether acting alone or together, or through one or more juridical person, exercises control through ownership or who ultimately has a controlling ownership interest of / entitlements to:

- (1) More than 25% of shares or capital or profits of the juridical person, where the juridical person is a company;
- (2) More than 15% of the capital or profits of the juridical person, where the juridical person is a partnership; or
- (3) More than 15% of the property or capital or profits of the juridical person, where the juridical person is an unincorporated association or body of individuals.

Where the client is a trust, the financial institutions shall identify the beneficial owners of the client and take reasonable measures to verify the identity of such persons, through the identity of the settlor of the trust, the trustee, the protector, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

Where no natural person is identified the identity of the relevant natural person who holds the position of senior managing official.

(A) Controlling Person Type:

Code	Sub-category
01	CP of legal person-ownership
02	CP of legal person-other means
03	CP of legal person-senior managing official
04	CP of legal arrangement-trust-settlor
05	CP of legal arrangement-trust-trustee
06	CP of legal arrangement-trust-protector
07	CP of legal arrangement-trust-beneficiary
08	CP of legal arrangement-trust-other
09	CP of legal arrangement-Other-settlor equivalent
10	CP of legal arrangement-Other-trustee equivalent
11	CP of legal arrangement-Other-protector equivalent
12	CP of legal arrangement-Other-beneficiary equivalent
13	CP of legal arrangement-Other-other equivalent

(v) Specified U.S. person – A U.S. person other than the following:

- (1) a corporation the stock of which is regularly traded on one or more established securities markets;
- (2) any corporation that is a member of the same expanded affiliated group, as defined in section 1471(e)(2) of the U.S. Internal Revenue Code, as a corporation described in clause (i);
- (3) the United States or any wholly owned agency or instrumentality thereof;
- (4) any State of the United States, any U.S. Territory, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing;
- (5) any organization exempt from taxation under section 501(a) of the U.S. Internal Revenue Code or an individual retirement plan as defined in section 7701(a)(37) of the U.S. Internal Revenue Code;
- (6) any bank as defined in section 581 of the U.S. Internal Revenue Code;
- (7) any real estate investment trust as defined in section 856 of the U.S. Internal Revenue Code;
- (8) any regulated investment company as defined in section 851 of the U.S. Internal Revenue Code or any entity registered with the U.S. Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. 80a-64);
- (9) any common trust fund as defined in section 584(a) of the U.S. Internal Revenue Code;
- (10) any trust that is exempt from tax under section 664(c) of the U.S. Internal Revenue Code or that is described in section 4947(a)(1) of the U.S. Internal Revenue Code;
- (11) a dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any State;
- (12) a broker as defined in section 6045(c) of the U.S. Internal Revenue Code; or
- (13) any tax-exempt trust under a plan that is described in section 403(b) or section 457(g) of the U.S. Internal Revenue Code.

(vi) Owner documented FFI An FFI meets the following requirements:

- (a) The FFI is an FFI solely because it is an investment entity;
- (b) The FFI is not owned by or related to any FFI that is a depository institution, custodial institution, or specified insurance company;
- (c) The FFI does not maintain a financial account for any non participating FFI;
- (d) The FFI provides the designated withholding agent with all of the documentation and agrees to notify the withholding agent if there is a change in circumstances; and

(e) The designated withholding agent agrees to report to the IRS (or, in the case of a reporting Model 1 IGA, to the relevant foreign government or agency thereof) all of the information described in or (as appropriate) with respect to any specified U.S. persons and (2). Notwithstanding the previous sentence, the designated withholding agent is not required to report information with respect to an indirect owner of the FFI that holds its interest through a participating FFI, a deemed-compliant FFI (other than an owner-documented FFI), an entity that is a U.S. person, an exempt beneficial owner, or an excepted NFE.

(vii) Direct reporting NFE

A direct reporting NFE means a NFE that elects to report information about its direct or indirect substantial U.S. owners to the IRS.

(viii) Exemption code for U.S. persons

Code	Sub-category
A	An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B	The United States or any of its agencies or instrumentalities
C	A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
D	A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
E	A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
F	A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G	A real estate investment trust
H	A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I	A common trust fund as defined in section 584(a)
J	A bank as defined in section 581
K	A broker
L	A trust exempt from tax under section 664 or described in section 4947(a)(1)
M	A tax exempt trust under a section 403(b) plan or section 457(g) plan

## TERMS AND CONDITIONS OF MARGIN TRADING FINANCING FACILITY

The Client hereby agrees and undertakes to abide by the following Terms and Conditions (T&C) for availing Margin Trading Facility (“**MTF**”) from PROSPERA FINSTOCKS PRIVATE LIMITED (“**Stock Broker**”):

1. The Stock Broker shall permit the MTF in accordance with Securities and Exchange Board of India (“**SEBI**”) and SEBI recognized exchanges (hereinafter referred to as "the Stock Exchanges") guidelines and only in respect of securities as specified in SEBI and/or Stock Exchange circulars issued from time to time. (hereinafter referred to as “**Approved Securities**”).
2. With a view to secure the outstanding balance of the MTF facility, the Client shall be required to furnish margin in the form of cash, cash equivalent and/ or the Approved Securities as collateral by marking pledge in favor of the Stock Broker for availing the MTF Facility (such pledged Approved Securities as collateral are hereinafter referred to as “Non-cash Collateral”).
3. The Stock Broker shall have the sole discretion to extend MTF Facility to the Client or not. By agreeing to provide the above, it does not create any obligation on the Stock Broker to provide the MTF to the Client nor does it create any right in favor of the Client to ask for the MTF from the Stock Broker.
4. The Stock Broker shall have the right at its absolute discretion to withdraw/ suspend/reduce the MTF Facility at any time without giving any reason.
5. In the event the Stock Broker decides not to extend the MTF for a particular transaction or transactions or reduce the amount/limits of the MTF given to the Client, the Stock Broker shall not be required to provide any reasons thereof nor shall the Stock Broker be liable for any loss/damages etc. to the Client by reason of the Stock Broker’s refusal to extend the MTF to the Client or its decision to reduce the amount/limit of the MTF.
6. The Client shall maintain or cause to maintain with the Stock Broker, at all times margin of such amount/percentage as prescribed by SEBI and/or the Stock Exchanges or such amount/percentage as decided and computed by the Stock Broker from time to time, whichever is higher.
7. The Stock Broker shall be entitled to revise at any time and from time to time the rate of margin and the Stock Broker’s decision to revise the rate of margin shall be final and binding on the Client and the Stock Broker shall not be required to assign any reasons for the same.
8. Any notification in the Mobile App or Web login specifying the margin shortfall amount shall be a notice/communication of margin call. The Client shall deposit/pay the margin shortfall amount as specified in the Mobile APP or Web login immediately on receipt of such notification.
9. The Stock Broker shall have right to call from the Client additional margin and the Client shall make up the difference either by payment of requisite amount to the Stock Broker or by causing the delivery of additional Approved Securities, acceptable to the Stock Broker as collateral. In case the Client fails to do so, then the Client shall be deemed to be in breach of these T&C and it shall be considered as an Event of Default and the Stock Broker shall have right to immediately without any notice to the Client liquidate all or any of the Non-cash Collateral and / or Funded Securities (herein after collectively referred to as “Securities” and individually as “Security”) on the Stock Exchange and forthwith transfer/ appropriate the proceeds from such sale towards the payment of the MTF Facility. The Stock Broker shall not be held liable / responsible for any losses / damages arising due to such liquidation / square off by the Stock Broker.

10. Upon margin falling to the level as defined in the MTF risk policy, the Stock Broker shall be entitled to immediately and without any reference or intimation to the Client liquidate all or any of the Securities and forthwith transfer/appropriate the proceeds towards the repayment of the MTF facility and the Client shall be solely responsible for any loss, damages, costs etc arising thereto.
11. In the event that a partial payout of the total Margin Trading Facility (MTF) quantity is settled by the exchange, the entire MTF position will be subject to automatic cancellation.

**12. Interest, Default Interest:**

- a. The Stock Broker shall charge interest on the outstanding MTF balance at the end of each day at: Funded amount 18% per annum or per day, calculated on daily outstanding MTF balance, payable monthly.
- b. The Client further agrees that the MTF Facility is a commercial transaction and specifically waives any defense under usury or other laws relating to restricting interest.
- c. The Stock Broker shall, at its sole discretion, be entitled to alter at any time and from time to time the rate of Interest, Default Interest and/or periodicity of charging Interest by sending communication to the Client informing its decision to alter the rates of Interest, Default Interest and/or periodicity of charging Interest. The Client agrees and undertakes to pay Interest/Default Interest thereafter at such altered rates and/or within such altered periodicity from the date of completion of the period as mentioned in the communication sent by the Stock Broker or such other future date as may be specified by the Stock Broker in its communication.

- 13. Maximum Holding Period:** Under PROSPERA FINSTOCKS PRIVATE LIMITED Margin Trading Facility (MTF), there's no limit on holding period, as long as you maintain the required margin. However, if there's a margin shortfall or overdue amounts, PROSPERA FINSTOCKS PRIVATE LIMITED may square off your positions as per script-wise guidelines

- 14. Stamp Duty and Other Dues:** The Client shall be solely liable to pay all expenses and charges including without limitation to stamp duty, other government charges and statutory charges as may be applicable for availing and in connection with the MTF. If the Stock Broker pays any such duty, expenses and/or charges, the Client hereby agrees to reimburse the same to the Stock Broker within 3 (Three) days from the date of demand by the Stock Broker on the Client.

- 15. Repayment on Demand:** Notwithstanding anything contained herein, any outstanding amount under the MTF shall be repayable on demand at the sole discretion of the Stock Broker. The Client undertakes to repay outstanding amount under the MTF forthwith on demand by the Stock Broker. If the Client either fails or delays the repayment of the MTF on demand as aforesaid, the Stock Broker shall be entitled to sell the Client's Securities, either in its own name or in the name of the Client and collect & appropriate the sale proceeds thereof to clear any outstanding amount under the MTF of the Client and the Client shall be solely responsible for any costs or consequences thereof. For any deficit amount, the Stock Broker is entitled to recover the same from the Client as available under law or equity.

**16. Event of Default**

In respect of the MTF provided or to be provided by the Stock Broker, the happening of any of the following events shall be considered as an event of default by the Client (herein referred to as "Event of Default"):

- i. if the Client fails to pay any part of the MTF as and when the same becomes payable;
- ii. if the Client fails to pay Interest on the MTF as and when the same becomes payable;

- iii. if the Client fails to pay the outstanding MTF balance forthwith after giving his/her notice of closure / termination of the MTF Facility with the Stock Broker;
- iv. if the Client fails to maintain the stipulated margin as communicated by the Stock Broker from time to time and also does not restore the same to the required level within the timeline as intimated by the Stock Broker;
- v. on death or lunacy in case of an individual Client;
- vi. failure by the Client to adhere to the Risk Policy of the Stock Broker.
- vii. for such other events as determined by the Stock Broker as an event of default.

### **Consequences of Event of Default**

If an Event of Default takes place, then:

- a. Unless the Stock Broker gives time or other accommodation in writing or through notifications on the Mobile App/Web, the MTF Facility shall, if so decided by the Stock Broker in its absolute discretion, become forthwith due and payable by the Client to the Stock Broker and the Stock Broker shall be entitled to enforce the Securities without prejudice to the Stock Broker's other legal rights and remedies;
- b. The Stock Broker shall be further entitled to liquidate/ square off the Securities without any further notice to the Client. the Stock Broker's decision regarding liquidating the Securities or giving a notice to cure a particular Event of Default shall be final and binding and the Client shall not raise any objection on the same;
- c. The Client acknowledges and agrees that the right to sell Securities contained in this T&C is reasonable and necessary to protect the interests of the Stock Broker in respect of repayment of the MTF Facility having regard to the inherent risk associated with the Securities and their market prices. The right of the Stock Broker to liquidate the Securities is absolute, final and binding on the Client. The Stock Broker shall have the sole authority to decide the mode, manner, time and the price at which to effect the liquidation of the Securities and the Client undertakes and agrees that he/she shall not raise any dispute as to the manner, mode, time and the price at which the Securities are sold / squared off and the Client agrees to pay to the Stock Broker forthwith at the Stock Broker's demand such amount as will make up the shortfall. Any action taken by the Stock Broker in terms of this Clause shall not be challenged by the Client, and the Stock Broker shall not be liable to the Client for any loss or damage which may be caused to the Client.

### **17. General:**

- The Stock Broker may, at its sole discretion, move any of Securities from the approved to the non-approved category and shall be entitled to review the same from time to time. When any Approved Securities provided as Non-cash Collateral are moved from the approved to the non-approved category, the Client shall forthwith make good the shortfall, either by paying the funds/and or by providing the Approved Securities to the extent acceptable to the Stock Broker.
- Securities declared by the Stock Broker to be unacceptable/non- approved shall nevertheless continue to remain pledged with the Stock Broker as a security unless the Stock Broker releases the same. At any time during the currency of the MTF Facility availed by the Client, the Stock Broker shall, without any notice to the Client, have the right and authority to sell/dispose of such Securities or any part thereof in any manner as it deems fit either by sale on the Stock Exchanges or otherwise in any manner whatsoever and to apply the net proceeds of such sale in satisfaction so far as the same will extend towards liquidation of the MTF Facility balance. The Client shall not challenge any action taken by the Stock Broker in this regard.
- The Stock Broker shall be entitled at its sole discretion to apply haircut to reduce the value of the Securities for the purpose of determining the level of margin or otherwise, which shall be final and binding on the Client. Where due to application of haircut the margin falls below the agreed limit, the Client undertakes that before the start of the trading session of the Stock Exchange on the succeeding day from the date of the

statements or within such time as the Stock Broker may permit, to make up the difference either by payment in cash to the Stock Broker or by causing the delivery of additional collateral, acceptable to the Stock Broker, of the value necessary to make up the difference. The choice of the securities and the extent of the limits shall be determined by the Stock Broker at its sole discretion from time to time and the Client shall abide by the same.

- The Stock Broker shall be entitled to impose Approved Security wise limits on the Client from time to time as it may deem fit. Additionally, the Stock Broker shall have a right to impose limits in respect of any specific Approved Security as a whole. The Stock Broker shall also have a right to revise the limits in respect of the MTF Facility. The Client agrees to abide by such limits.
- Notwithstanding the fact that the Stock Broker may prescribe higher Margin requirement than what is prescribed by SEBI/the Stock Exchanges, if the Margin available in the Client's MTF account is sufficient to meet minimum Margin requirement prescribed by SEBI/the Stock Exchanges, then the Stock Broker, at its sole and absolute discretion, may allow the Client to take further exposure and / or continue with the existing positions under the MTF Facility as per SEBI/the Stock Exchange prescribed Margin.
- On part payment of the MTF, which Funded Security to be released will be at the sole discretion of the Stock Broker.
- The Client understands and agrees that the Stock Broker shall be entitled to appropriate the credit balance/surplus collateral of the Client in the MTF account maintained by the Client with the Stock Broker towards the margin requirement and/or debit balance in the brokerage account maintained by the Client with the Stock Broker in any segments/Stock Exchange. The Stock Broker shall also be entitled to appropriate the credit balance of the Client lying in the brokerage account maintained by the Client with the Stock Broker in any segments/Stock Exchange, towards the margin requirement and/or repayment of outstanding MTF balance and/or Interest and/or any other dues payable by the Client to the Stock Broker under this MTF Facility.
- The Stock Broker at any time, without any consent of or further reference to the Client, assign or transfer all or any of its rights, benefits and/or obligations under these T&C to any other persons, companies, firms and/or financial institutions and the same shall be binding on the Client and the Client cannot raise any dispute in this regard later on.
- In case of lunacy, death, insolvency, dissolution, winding up of the Client as the case may be, any action to liquidate the Securities shall be binding upon the heirs, successors, representatives of the Client.
- Notice: (a) Any notice or other communication to be given by the Stock Broker to the Client under or in connection with these T&C including, but not limited to, communication for confirmation of orders/trades, margin calls, calls for liquidation of Securities shall be in writing and shall be deemed duly served if delivered personally or sent by prepaid registered post or courier or by e-mail or short message service (SMS) or via push notification on the Mobile App/web or in any other form as it may deem fit to the Stock Broker, to the Client on address/e-mail Id /telephone number (if any), as specified in the account opening form or as subsequently communicated/modified in writing by the Client; (b) that any notice/communication sent by the Stock Broker to the Client shall be deemed to have been properly delivered or served, even if such notice/communication is returned to the Stock Broker as unclaimed/refused/undelivered/bounced, if the same is served at the address/e-mail Id /telephone number communicated by the Client; and c) that any notice/communication relating to confirmation of orders/trades, margin calls, change of composition of Approved Securities, calls for liquidation of Securities and/or any other similar matters may be communicated by the Stock Broker to the Client orally or by e-mail or SMS.
- The aforesaid T&C shall be in addition to and to be read with the Securities Exchange Board of India (SEBI) Circular CIR/MID/DP/54/2017 dated 13.06.2017, the Rights and Obligations specified by the Stock Exchanges pursuant to the said SEBI circular and any other circular, guidelines, regulation as may be issued by SEBI and the Stock Exchanges

from time to time with regards to the MTF Facility and the Risk Policy of the Stock Broker for the MTF Facility.

- The Client shall lodge grievance or disagreement with any transaction done under the Margin Trading Facility within 24 hours after receipt of the contract note by writing at info@prosperafinstocks.com
  - Any dispute between the parties in connection with the Margin Trading Facility should first be resolved amicably. In case no amicable resolution is arrived at, parties can approach the investor grievance redressal mechanism or arbitration mechanism of the Stock Exchanges or the Online Dispute Resolution (ODR) mechanism
  - Any provision of this T&C which is prohibited, unenforceable or is declared or found to be illegal, invalid, unenforceable, or void shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this T&C.
  - The Client agrees that he/she shall be liable in case of loss (including opportunity/notional loss) damages, fines, penalties, charges, costs, expenses etc caused to the Client due to any interruption, malfunction, error, non-availability, technical glitch or for any other reason of whatsoever nature in the internet/mobile trading platform or any other order routing platform of the Stock Broker and shall not have any claim/complaint of whatsoever nature against the Stock Broker and/or its employees, directors, associates, affiliates, group etc in this regard.
18. The Client has read and fully understood the Risk Policy for the MTF Facility, the T&C applicable for availing the MTF Facility stated hereinabove including, but not limited to, for communication relating to confirmation of orders/trades, Margin calls, change of composition of Approved Securities, calls for liquidation of Securities. The Client hereby agrees to abide by the same and thereby provide his/her consent for availing the MTF Facility in accordance with the aforesaid T&C of the MTF Facility. Further, the Client has taken note of the fact that these T&C may be amended/changed/revised by the Stock Broker at any time in future and such amended/changed/revised T&C will be made available in the Mobile App/ web login provided by the Stock Broker to the Client or sent to the Client through e-mail or in physical form through post/courier/hand delivery. Upon such amended/ changed/revised T&C made available in the Mobile App/ web login provided by the Stock Broker to the Client or sent to the Client through e-mail or in physical form through post/courier/hand delivery the same shall be considered as delivered, read and understood by the Client and the Client shall abide by the same.
19. This T&C will be governed by and construed in accordance with the laws of India. The Courts of Bangalore shall have exclusive jurisdiction over all matters in connection herewith.

## **MTF (Margin Trading Facility) Risk Policy**

### **Background:**

MTF product offers features of buying securities with leverage against available margin (funds + collateral pledged) with PROSPERA FINSTOCKS PRIVATE LIMITED by the client.

Under this product, buy trades are allowed in product type 'MTF' with the leverage percent as defined on a daily basis as per internal risk approved list.

Leverage will not exceed (but can be more stringent) than SEBI defined criteria which is currently VAR + 3x ELM for stocks in derivatives and VAR + 5x ELM for non-derivatives stocks for Group I securities as per SEBI norms.

By nature, this is a leverage product and the client needs to maintain adequate margin at all point in time against his / her outstanding obligation.

MTF positions can be held indefinitely subject to margin norms. However, PROSPERA FINSTOCKS PRIVATE LIMITED. will have the right to change their policy of liquidating any positions after giving due notice.

### **Leverage and margins:**

List of eligible stocks will be within the Group 1 securities as defined by Exchanges / regulators and minimum margin requirement would be at the same or higher threshold than the requirement as defined by regulators / exchanges.

Maximum leverage will be 4 times on base margin. E.g. If a client has 1,00,000 margin he / she can avail an exposure of 4,00,000.

Margin can be in the form of cash and / or non-cash collateral (stocks which can be considered as collateral will be as per internal risk policy) with applicable haircut.

Quantum of leverage may change on a daily basis and PROSPERA FINSTOCKS PRIVATE LIMITED will have the sole discretion to decide the same.

### **Maximum and Concentration Limits**

Client Limit: 10% of member level limit

Stock Limit: Defined from time to time as per internal policy.

Client - Stock concentration: Defined from time to time as per internal policy.

### **Risk Liquidations**

Mark to market (combined at client level across positions): In case 80% of available margin is eroded across products (including MTF) at a client level. This will result in instant square off of all open positions (including MTF but except normal delivery positions in the equity segment) without any further notice / margin call.

MTF shortfall: This is similar to Loan to Value (LTV) Or Collateral to Loan (CTL) monitoring for Lending products.

The MTF ledger balance of the client (negative amounts only) will be considered as the "Loan Amount" (A). Any balance in normal ledger (+ve or -ve will be ignored)

Available securities pledged for coverage will be valued at post haircut value where the haircut is the latest haircut as per the approved list for MTF. This can be termed as "Collateral Value for Coverage". At a stock level this value will be  $\{(LTP \times Qty) \times (1 - HC\%)\}$ . Value will be summed up across all pledged stocks under MTF (B)

$C = (B / A) \times 100$ . If  $C \leq 85$ , then margin call will be triggered and the client needs to top up margin either by selling stocks or payment of funds within T+x days (by the EOD of T+x day where T is the date of margin call and days are calculated in form of trading days) (currently T + 1 day) from the date of margin call. In absence of the same, we will liquidate to the extent of making  $C \geq 100\%$  on T+x +1 day (currently T+4 days) as per regulations in force.

Note that the criteria of approved stock for "B" above will be as per the date of margin call.

Ageing Liquidation: Not applicable currently.

## **RIGHTS & OBLIGATIONS OF STOCK BROKERS & CLIENTS**

### **FOR**

### **MARGIN TRADING FACILITY (MTF)**

#### **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 else 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.

## **CLIENT DECLARATION & SIGNATURE**

I/We have read and understood the above Terms and Conditions and Risk Policy for Margin Trading Facility (MTF) from PROSPERA FINSTOCKS PRIVATE LIMITED. I/We agree to be bound by the same and undertake full responsibility for all obligations and liabilities under this facility.

Client Name

Client Code

Signature

Date

PROSPERA FINSTOCKS PRIVATE LIMITED

SEBI Registered Stock Broker

UNIT NO 24 A GROUND FLOOR VIPUL AGORA BUILDING MG ROAD GURGAON HARYANA 122002

CIN:-U66190HR2024PTC126044

Contact Details: 0124-4779678, 9929996995

This document is governed by Indian laws. Courts in Haryana shall have exclusive jurisdiction.

# Your Prosperity, Our Purpose



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