



STOCK SEP-TERMS & CONDITIONS

Date- November 22, 2021 (Ver. 01 | 1221)

I/we do hereby agree and accept to be bound by the terms and conditions mentioned below as applicable for availing Stock SEP Stock SEP - Systematic Equity Plan on-line through my/our trading accounts maintained with Marwadi Shares and Finance Limited. These Terms and Conditions, along with the terms of the Member -Client Agreements, Additional Terms and conditions applicable to the Client for availing securities trading services from Marwadi Shares and Finance Limited, Voluntary Internet Trading Terms & Conditions, Running account authorization and the Power of Attorney executed by the Client in favour of Marwadi Shares and Finance Limited form the contract between the Client and Marwadi Shares and Finance Limited for availing of the Service.

DEFINITIONS:

"Client" - shall mean such client of Marwadi Shares and Finance Limited who is availing online/offline/internet stock trading facility of Marwadi Shares and Finance Limited and have consented to the terms governing Stock SEP service and have issued Stock SEP Instruction Form physically or digitally.

"Start Date" shall mean the day on which Stock SEP order(s) will be placed by Marwadi Shares and Finance Limited as per the Interval and other order related parameters selected by the Client. In case, the Start Date, as per the selected Interval, is a trading holiday, then the next trading day will be Due Day for purpose of placement of order.

"Stock SEP Order" shall mean the Client's instruction(s) under the service specifying the different parameters for placement of Stock SEP Orders by Marwadi Shares and Finance Limited.

SEPSEP"Participation Amount" shall mean the amount specified by the Client for availing Amount based Stock SEP in the Stock SEP Instruction under this Service.

"Fix Quantity" shall mean the Quantity specified by the client for availing the Quantity Based Stock SEP Order

"Frequency" shall mean the intervals as specified by the Client in his Stock SEP Instruction Form for availing the Service and commence from the date as instructed by the client.

"Service" shall mean the Stock SEP Service offered by Marwadi Shares and Finance Limited through its website <https://www.marwadionline.com/> whereby the Client authorises Marwadi Shares and Finance Limited to place buy transactions for such securities for such period and at such intervals as specified in Stock SEP.

SCOPE OF SERVICE:

Under this service, Marwadi Shares and Finance Limited will place order on behalf of the Client in the Client's trading account to purchase securities of such predetermined quantity or amount on such intervals as instructed vide Stock SEP Instruction Form or the Place Stock SEP Order. The Client can avail Stock SEP either on the basis of Quantity or Amount. The placement of order by Marwadi Shares and Finance Limited as envisaged herein above shall be subject to availability of sufficient limits to meet the contractual obligations arising out of such order. Client has to execute National Automated Clearing House (NACH) mandate form in favor of MSFL and client has to maintain sufficient balance in his/her bank account to fulfil NACH obligation as and when raised by MSFL for Stock SEP.

Placement of order in case of Quantity based Stock SEP - The Client shall specify the quantity of securities that he wishes to buy at each order placement. The order value of Stock SEP under this option may vary with each order placement depending on the price of the security prevailing in the Exchange at the time of placement of Quantity based Stock SEP order.





Placement of order in case of Amount based Stock SEP - The Client shall specify the amount, for which each order will be placed at the time of order placement. In this case, the number of securities for the purpose of placing order under the Service will be calculated by dividing Fix Amount with the last traded price of such security. Any fractional quantity will be ignored and order will be placed for nearest smaller Whole Number. The Number of securities bought under this option, may vary with each order placement depending on the price of the security prevailing at the time of placement of the Stock SEP order. No separate trading or Demat account will be required for availing this facility.

There is no change in the brokerage rates for Stock SEP transactions. Brokerage rates and applicable charges applicable for Stock SEP transactions would be the same as your cash transactions.

Settlement of Stock SEP transactions would be done in the same manner as cash transactions.

OBLIGATION OF THE CLIENT:

1. The Client Agrees that

- a) he/she/it shall place duly filled Stock SEP Instruction Form on the dated specified by the Client to avail the Service. The Client may set up various Stock SEP Instruction with different intervals and time period for same or different securities.
- b) he/she/it may cancel the Stock SEP Instruction selected by him/her at any time before the order placement has been initiated by Marwadi Shares and Finance Limited before the Due Day but not later than such time. The request for SEP cancellation will be processed within 48 working hours from it's receipt.
- c) he/she/it shall opt shares under the share(s) displayed on its website under Place an Stock SEP Order section. This list of such securities would be provided to the Client, by displaying such list on the website. Such list of securities would be subject to change by Marwadi Shares and Finance Limited from time to time at its sole discretion without notice to the Clients and without assigning any reasons whatsoever. The Client has the right to change scrip(s) or weightages thereof in any permutation combination.
- d) Only Market order will be placed under the Service as per the Stock SEP Instruction which will be executed as per Order Matching mechanism of the exchanges. However, when the orders are placed there is a possibility that different clients get the same scrip at different rates.
- e) Marwadi Shares and Finance Limited will place orders under the Service in the account of the Client only if there is sufficient limit available in his account on Due Date. The Client shall ensure that payment is made on or before Pay-in date, failing which Marwadi Shares and Finance Limited shall have the right to liquidate securities and charge delayed payment charges as per the risk management and other policies of the company.
- f) The authorization given to Marwadi Shares and Finance Limited will stand rescind under Stock SEP, in case such Stock SEP Instruction is cancelled by the Client and Marwadi Shares and Finance Limited will not place further order as such Stock SEP.
- g) The client agrees that an STOCKSEP request can be placed for only one security at a time. To place STOCKSEP requests for multiple securities, the client will be required to place separate STOCKSEP request for each security.
- h) Client would be provided with the contract notes and other communication as per the normal practice.





DISCLAIMERS AND WARRANTIES:

2. The Client understands and declares that

- a) Marwadi Shares and Finance Limited is merely the Client's agent for placing orders as per the Stock SEP instructions given by the Client under the Service.
- b) Marwadi Shares and Finance Limited shall not be required to obtain approval for placing orders on respective Due Days as per the interval specified by the Client in his Equity Stock SEP till the culmination of Period of Stock SEP once he has authorised Marwadi Shares and Finance Limited by a duly filled Stock SEP Form.
- c) the quantity / amount of Stock SEP order will depend upon the prevailing price of the security at the time of placement order on the Due Dates and therefore quantity based StockSEP, the value of order may be significantly different from its previous order.
- d) by availing the Service, the Client is not entering into any Portfolio Management arrangement or otherwise. The stock recommendations provided by Marwadi Shares and Finance Limited should not be considered as an investment advice and the Client should take independent professional advice before deciding the stocks for investment under Stock SEP service.
- e) Marwadi Shares and Finance Limited shall not be responsible for non execution / rejection of the Stock SEP Instruction. Further no Partial Orders will be executed in case the limits are insufficient.
- f) Stock SEP order placed on the Due Date which are not executed at the Market Price till the end of the day would expire and Marwadi Shares and Finance Limited shall not held responsible for non execution of such order. However, such expiry of order shall not affect the placement of subsequent Stock SEP orders on the subsequent Due Days.
- g) Marwadi Shares and Finance Limited, at its sole discretion, reserves the right to either temporarily or permanently, withdraw or suspend the Service to the Client or at any time without giving any notice or assigning any reason for the same.
- h) Marwadi Shares and Finance Limited, in its sole discretion, in accordance with its risk management policy, may disable buy option in certain securities. Further, certain scrips may be disabled from trading by Exchanges on account of regulatory or corporate action such as SMS Stocks, stock split, issue of bonus shares, merger etc. In the above cases, if the scrip is disabled then the Stock SEP order in such securities may not be placed or get rejected for any reasons mentioned above during period when such scrip is disabled. Subsequent Stock SEP order for the said security will be placed by Marwadi Shares and Finance Limited only when such scrip is enabled for trading. Further Marwadi Shares and Finance Limited may, at its sole discretion, cancel the Stock SEP with regard to such security, which is disabled for uncertain and/or long period for the reasons mentioned herein above.
- i) Securities investments are subject to market risks and there can be no assurance or guarantee that the objectives will be achieved. Each client is advised to consult his/her own financial advisor/professional tax advisors before availing of scheme.
- j) MSFL and/or any affiliate of MSFL does not in any way through this material solicit any offer for purchase, sale of any financial transaction/products of any financial instrument dealt in this material. All recipients of this material should before dealing and/or transacting in any of the products referred to in this material make their own investigation, seek appropriate professional advice. The investments discussed in this material may not be suitable for all investors. Any person subscribing to or investigating in any product/financial instruments should do so on the basis of and after verifying the terms attached to such product/financial instrument.





LIMITATION OF LIABILITY:

3. Without prejudice to any other provisions of these Terms and Conditions, Marwadi Shares and Finance Limited shall not be liable to the Client for any loss or damage whatsoever or howsoever caused arising directly or indirectly whether for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings which may arise in respect of the Service or arising out of the performance of the Services or otherwise.

FORCE MAJEURE:

4. Marwadi Shares and Finance Limited shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. "Force Majeure Event" means any event due to any cause beyond the reasonable control of Marwadi Shares and Finance Limited, including without limitation, unavailability of any communication system, breach or virus in the processes, communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond control and may result in delay in processing or not processing StockSEP orders either in part or in full, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, un-authorized access to computer data and storage devices, computer crashes, etc.

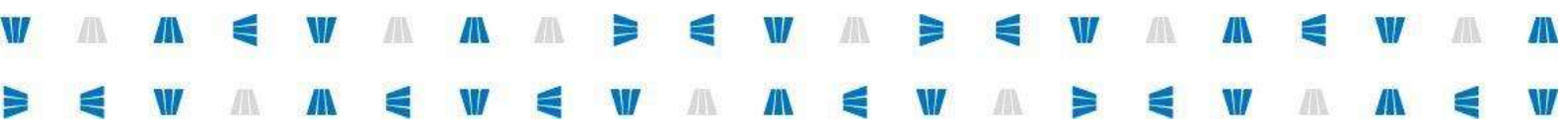
AMENDMENT:

5. Marwadi Shares and Finance Limited, at its sole discretion, is entitled to amend/modify/alter the aforesaid Terms and Conditions and such amendment/modification/ alteration be displayed on its website to intimate such amendment/modification/alteration to the Client. The continued use of the Website by the Client shall be deemed to be an acceptance by the Client of the amended/modified/ altered Terms and Conditions.

The Service is in addition to the existing products and services provided by Marwadi Shares and Finance Limited. Availing this Service by the Client does not bar the Client from availing other products and services offered by Marwadi Shares and Finance Limited.

Note:

- StockSEP is a facility to invest pre determined amount/quantity of securities on periodical basis. It does not debar from placing orders in any other manner as permitted by Marwadi Shares and Finance Limited, provided there's sufficient margin in the account.
- Activating this service and selecting SEP amount/quantity will be considered as your order placement instruction and approval for trade and no other separate approval will be taken for placing trade orders on my/our behalf for all SEP transactions.





- You would agree that you would be solely responsible to decide on selling of the stock and Marwadi Shares and Finance Limited will not be responsible to advise you on timing of selling the stocks bought by you.
- Marwadi Shares and Finance Limited has right to liquidate securities if the sufficient credit is not available in the account by Pay in date.

Marwadi Shares and Finance Limited

Head Office:

Marwadi Financial Plaza,
Nana Mava Main Road, Off 150th Ring
Road,Rajkot-360 001, Gujarat
Phone: +91-281-7174 000 / 6192 000

Corporate Office:

Unit No. 1101 & 1102,
11th Floor,B - Wing, Lotus Corporate Park,
Goregaon (E),Mumbai-400063
Phone: +91-22-6912 0000

Regd. Office:

Office No. 1, MCX Office, 17th Floor,
Unit No. 1 & 2, GIFT ONE Tower,
S. C. Road, Zone- 5, GIFT CITY,
Gandhinagar-382355,Gujarat.

Email: inquiry@marwadionline.in | Website: www.marwadionline.com
Member: NSE, BSE, MCX, NCDEX, ICEX. DP: NSDL, CDSL.

Disclaimer: 'Investment in securities market are subject to market risks, read all the related documents carefully before investing.'

