



MIRAE ASSET

m,Stock
by Mirae Asset

ACCOUNT OPENING FORM

**Resident Individual
Trading & Demat**

Mirae Asset Capital
Markets (India)
Private Limited

Unit No 502, 5th Floor, Leela Business Park,
Andheri Kurla Road, Near Airport Road
Metro Station, Andheri (East),
Mumbai – 400059

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E-mail ID: help@mstock.com
Website : www.mstock.com
CIN No: U65990MH2017FTC300493

INDEX OF DOCUMENTS

(TRADING AND DEMAT ACCOUNT OPENING FORM -PART A)

Sr. No.	Name of the Document	Brief Significance of the Document	Page No.
MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI AND EXCHANGES.			
1.	Account Opening Form	KYC Form - Document captures the basic information about the constituent and Additional information relevant to Trading and Demat account including FATCA-CRS Declaration	01-04
2.	Tariff Sheet	Document detailing the rate/amount of Brokerage and other Charges for trading and demat account	05
VOLUNTARY DOCUMENTS AS PROVIDED BY STOCK BROKER / DEPOSITORY PARTICIPANT			
3.	Terms and Conditions	Lays down the Terms and Conditions applicable to Client Account including client authorization for Running Account, Authorisation for receipt of contract notes and other documents in a Digital Mode, E mail ID/Mobile Declaration, Terms and Conditions for BSE StAR MF, Terms and Conditions related to Margin Trading Funding ("MTF") and Terms and Conditions related to IPO using UPI mode.	06-12

INDEX OF DOCUMENTS (PART B)

Sr. No.	Name of the Document	Brief Significance of the Document	Page No.
MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI, EXCHANGES AND DEPOSITORY			
1.	Rights and Obligations of Stock Broker, AP and Clients.	Document stating the Rights and Obligations of Stock broker/trading member, AP and Client for Trading on the exchanges (including the additional rights and obligations in case of Internet / wireless technology based trading.	SEPARATE CLIENT HANDBOOK
2.	Rights and Obligations of Beneficial Owner and Depository Participant	Document stating the Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories.	
3.	Risk Disclosure Document ("RDD")	Document detailing the risks associated with dealings in the security market.	
4.	Guidance Note	Document detailing do's and don'ts for trading on the Exchange for the education of Investors.	
5.	Policies and Procedures	Document describing the significant policies and Procedures pertaining to the trading account of the client.	
6.	Instruction / Checklist	KYC Form - Instruction / Checklist	
7.	Terms & Conditions cum Registration/Modification form for receiving SMS alerts From CDSL		
8.	Terms and Conditions for Dealings in Mutual funds through BSE StAR MF		
9.	Document stating the Rights and Obligations as Prescribed by NSE and BSE relating to Margin Trading Funding ("MTF")		
10.	Investment Charter- Stock Broker as prescribed by SEBI		
11.	Investment Charter for Depository Participant and CDSL Depository		

Name of Trading cum Clearing Member : MIRAE ASSET CAPITAL MARKETS (INDIA) PRIVATE LIMITED
SEBI Registration No and Date : Stock Broker (NSE, BSE and MCX) :- INZ000163138 (22/01/2018),
Depository Participant (CDSL) :- IN-DP-589-2021 (24/05/2021), Merchant Banker :- MB/INM000012485 (14/03/2018), Research Analyst :- INH000007526 (14/01/2020)

NSE Trading and Clearing Member Code : 90144 and M52040
BSE Clearing No. : 6681
MCX Member ID : 56980
CDSL DP ID : 12092900
AMFI Registered (ARN) Mutual Fund Distributor : 188742
PAN No and GST Registration No. : AALCM3742K and 27AALCM3742K1Z3
Registered Office Address : Unit No 506, 5th Floor, Windsor Bldg., Kalina, Off. CST Road, Santacruz (East), Mumbai- 400098 Tel.: 022-6266 1300
Main/Correspondence Office Address : Unit No 502, 5th Floor, Leela Business Park, Andheri Kurla Road, Near Airport Road Metro Station, Andheri (East), Mumbai – 400059 Tel: 1800 210 0818
Compliance Officer Name : Mr. Himanshu Parekh
Phone No. and Email ID : 022- 41887777 compliance.officer@mstock.com
CEO Name : Mr. Jisang Yoo
Phone No. and Email ID : 022- 6266 1300 ceo@mstock.com

For any grievance/dispute please contact Mirae Asset Capital Markets (India) Private Limited at the above address or Email ID: help@mstock.com Phone No. 1800 210 0818
In case not satisfied with the response, please contact the concerned exchange(s) at NSE-Email: ignse@nse.co.in Phone No. 022-26598190
BSE-Email: is@bseindia.com Phone No. 022- 22728097
You can also contact CDSL -E mail ID: complaints@cdslindia.com Phone No. 18002005533/022 -23023333
You can also lodge your grievances with SEBI at <http://scores.gov.in>. For any queries, feedback or assistance, please contact SEBI Office on Toll Free Helpline at 1800 22 7575 / 1800 266 7575

Know Your Client (KYC) Application Form (For Individuals Only)

(Please fill the form in ENGLISH and in BLOCK LETTERS)

A. Identity Details

1. Name of Applicant (As appearing in supporting identification document).

Name

Father's/Spouse Name

2. Gender Male Female Transgender **Marital status** Single Married Other

Date of Birth

3. Nationality Indian Other (Please specify) _____

4. Status Resident Individual Foreign National (Passport Copy Mandatory for NRIs & Foreign Nationals)
 Non Resident

5.a PAN 5.b Aadhaar Number, if any:

6. Geo Tagging Location : _____

B. OCCUPATION & INCOME (PLEASE TICK)

Private Sector Public Sector Govt. Service Business Professional Agriculturist Retired
 House-Wife Student Others

Income per annum: Rs. <1 Lac 1 to 5 Lac 5 to 10 Lac 10 to 25 Lac More than 25 Lac OR

Net worth is Rs. _____ As on (Should not be older than 1 year)

C. Address Details

1. Residence / Correspondence Address

City / Town / Village Pin Code

State Country

2. Specify the Proof of address submitted for Residence / Correspondence Address: _____

3 Contact Details

Tel. (Off.)

Tel. (Res.)

Mobile

Fax

E-Mail Id. _____

4. Permanent Address (If different from above)

City / Town / Village Pin Code

State Country

D) DECLARATION

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

Date:

Place: _____

Signature 

OFFICE USE ONLY

Originals verified and Self-Attested Document copies received

In-Person-Verified (IPV) Done:

a. Name of the person

b. Designation

c. Name of Organisation: **Mirae Asset Capital Markets (India) Private Limited**

Signature of
The Authorised Signatory

Seal/Stamp of the Stock Broker

e. Date :

A) Other Details

a) Are you a politically exposed person (PEP)	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) Are you related to any PEP	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) I have already done my KYC KRA registration/documentation through a SEBI registered intermediary	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) I wish to receive Physical Contract Note <input type="checkbox"/> Electronic Contract Note <input type="checkbox"/> <u>Mention Email same as mentioned in KYC Form</u>	
e) I wish to avail the facility of internet trading and wireless technology	<input type="checkbox"/> Yes <input type="checkbox"/> No
f) Details of past actions/proceedings initiated/pending/taken by SEBI/stock exchange/any other authority against the applicant/constituent or its Partners/promoters/whole time directors/authorised persons in charge of dealing in securities during last 3 years	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, Provide Details: _____	
g) Number of years of Investment / Trading experience _____ Any other Information _____	
h) I wish to nominate <input type="checkbox"/> (Please fill up attached nomination form) <input type="checkbox"/> I do not wish to nominate	
Below Declaration is applicable for Demat Account only:	
i) Mode of receiving Demat Account Statement and Annual Report: <input type="checkbox"/> Electronic <input type="checkbox"/> Physical <input type="checkbox"/> Both (Physical & Electronic) Account statement frequency: <input type="checkbox"/> As per SEBI Regulation <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly	
j) I request you to send electronic transaction cum holding statement at the email ID	<input type="checkbox"/> Yes <input type="checkbox"/> No
k) Share the email ID with RTA	<input type="checkbox"/> Yes <input type="checkbox"/> No
l) DP account to be operated through Power of Attorney	<input type="checkbox"/> Yes <input type="checkbox"/> No
m) I authorize you to receive credit automatically into my A/c	<input type="checkbox"/> Yes <input type="checkbox"/> No
n) I want to receive the Delivery Instruction Slip booklet (DIS) (If not indicated, will be treated as 'No') (DIS Booklet should be issued to me immediately on my request at any later date.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
o) I wish to receive Dividend/Interest directly in to my Bank account through ECS (If not marked, the default option would be Yes) (ECS is mandatory for location notified by SEBI from time to time.)	<input type="checkbox"/> Yes <input type="checkbox"/> No
p) I would like to instruct the DP to accept all the pledge instructions in my account without any other further instruction from my or our end. (If not marked the default option would be "No")	<input type="checkbox"/> Yes <input type="checkbox"/> No
q) I hereby state: <input type="checkbox"/> I do not have GST Number <input type="checkbox"/> I have GST Number as _____ Name of State _____	
r) SMS alert facility(Mandatory if POA is given) Mobile Number: +91 <input style="width: 100px; height: 20px;" type="text"/>	
s) I wish to avail the TRUST (TRansactions Using Secured Texting) facility using the mobile number registered for SMS alert facility. I have read and understood the T&C prescribed by CDSL for the same	<input type="checkbox"/> Yes <input type="checkbox"/> No
To register for easi, please visit website www.cdslindia.com (Easi allows a BO to view his ISIN balances, transactions and value of the portfolio online)	
B) DEALINGS THROUGH SUB-BROKERS /AP AND OTHER STOCK BROKERS	
Whether client is dealing through the sub-broker/AP <input type="checkbox"/> Yes <input type="checkbox"/> No (pl. tick). If Yes, provide the following details:	
Sub-broker's/AP Name: _____ SEBI Reg. No: _____	
Phone: _____	
Registered off. Add: _____ Fax: _____ Website: _____	
Whether dealing with any other stock broker/sub-broker /AP(in case dealing with multiple stock brokers/sub-broker/AP) <input type="checkbox"/> Yes <input type="checkbox"/> No	
(If Yes, provide details of all) Name of Stock Broker: _____ Exchange: _____	
Name of Sub-Broker/AP if any: _____ Client Code: _____	
Details of disputes/dues pending from/to such stock broker/sub-broker/AP	
C) DECLARATION - I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it. I confirm having read explained and understood the contents of the document on policy and procedures of the Stock broker and the tariff sheet. I further confirm having read and understood the contents of Part B of the Account opening form comprising of Rights and Obligations of the Beneficial Owner and Depository Participant, Rights and Obligations of Stock Brokers, Sub Brokers /AP & clients, Risk Disclosure document, Policy & Procedures applicable to the clients, Guidance Note for Do's and Don'ts for Trading on the Exchange(s) for Investors, Terms and Conditions related to Mutual Funds through BSE StAR MF, Rights and Obligations related to MTF , Investment Charter- Stock Broker and Depository participant as prescribed by SEBI. I do hereby agree to be bound by such provisions as outlined in these documents. I acknowledge the receipt of copy of above Part B document. I have also been informed that the standard set of documents has been displayed for information on website www.mstock.com . The Rules & Regulations of the Depository and Depository participant, pertaining to an account which are in force now, have been read by me and I have understood the same and I agree to abide by, and to be bound by the rules as are in force from time to time for such account. My personal details / KYC details may be shared with Central KYC Registry. I hereby consent to receiving information from Central KYC Registry through SMS / Email on the registered number/Email address.	
<div style="border: 1px solid black; width: 150px; height: 30px; display: flex; align-items: center; justify-content: center;"> Signature </div>	

D) INTRODUCER DETAILS (OPTIONAL)

Name of the Introducer: _____

Address of Introducer: _____ Phone No.: _____

Status of the Introducer: _____

Sub-broker/Remisier/Authorized Person/ Existing Client/ Others, _____

Please specify _____

Introducer Signature 

OFFICE USE ONLY

UCC code allotted to the client _____

	Documents verified with Originals	Clients Interviewed by	In-Person Verification done by
Name of the Employee			
Employee Code			
Designation of Employee			
Date			
Signature			

I/we undertake that we have made the client aware of 'Policy and Procedures', tariff sheet and all the non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document(s). RDD, Investment Charter- Stock Broker and Depository Participant as prescribed by SEBI and Guidance Note. I/We have given/sent him/uploaded on our website after customer login, a copy of all the KYC documents. I/We undertake that any change in the 'Policy and Procedures', tariff sheet and all the non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website, if any, for the information of the clients.

Signature of Authorised Signatory (MACM)

Seal/Stamp of the Stock Broker

Date :

DD MM YYYY

Tariff Sheet For Trading and Demat

Schedule of Trading Account Charges And Brokerage		
Charge Head	<input type="checkbox"/> Option - I	<input type="checkbox"/> Option - II
Account Opening Charges	Rs.999+GST+Payment Gateway Charges [#]	Rs.149+GST+Payment Gateway Charges [#]
Brokerage on Equity Intra Day	Zero	Rs.20 per Executed Order or 0.3% of the turnover value whichever is lower
Brokerage on Equity Delivery	Zero	Zero
Brokerage on Futures	Zero	Rs.20 per Executed Order or 0.3% of the turnover value whichever is lower
Brokerage on Options	Zero	Rs.20 per Executed Order
Mutual Funds (Direct Plan)	Zero Commission	Zero Commission
Brokerage on Buy Back/OFS/Tender Offer/Delisting	Zero	Rs.20 per Transaction

Other Applicable Charges for Both the Schemes as under:

Payment Gateway Charges for Margin	Between Rs.7 to 11 + GST Per Transaction (Free for Transaction done through UPI)
Annual Platform Fees	Zero
Call & Trade Charges	Zero
RMS Square off Charges	Rs.40 per Executed Order + GST
Delayed Payment Charges other than MTF	Annual 18.00% or 0.05% per day on your debit balance in your trading account
Delayed Payment Charges applicable for MTF	Between 8% to 12% P. A. as may be applied by MACM from time to time
Physical Document Charges including Contract Note	Rs.100 per Document Request + Rs 100 Courier Charges

Schedule of Demat Charges

Description of Charges	Amount/Rate
Account Maintenance Charges (AMC)	<input type="checkbox"/> Lifetime Rs. 999 + GST+Payment Gateway Charges [#] or <input type="checkbox"/> Annual Rs. 480 + GST (To be recovered on a Quarterly basis by Ledger Debit)
Credit Transaction Charges (Off-Market and Market Trades)	Nil
Debit Transaction Charges (Off-Market Trades)	0.50% of the value of transaction or Rs. 20/- (per Instruction) whichever is lower
Debit Transaction Charges (Market Trades)	Rs.12 per ISIN + GST
Demat Per Certificate	Rs. 150/- per certificate
Remat Per Certificate	Rs. 150/- per certificate + CDSL Charges
Courier Charges for Demat/Remat/Demat Rejn./CMR/DIS/ Any Periodic /Adhoc Statement	Rs. 100/-
Pledge /Unpledge/Closure/Invocation/Repledge Request	Rs.12 per ISIN + GST
Periodic/Adhoc Statement	Physical Rs. 100/- Per Document Request (Rs 20 for CMR)
Failed/Rejected Instruction Charges	Rs. 50/- per instruction
DIS Booklet Charges	First DIS Book (10 Leaves) Nil, Additional Booklet (10 Leaves) Rs. 100/-

Terms and Conditions applicable for Tariff Sheet for Trading and Demat Account

- Account Opening Charges and Lifetime DP AMC Charges will not be refunded. Brokerage will not exceed SEBI Prescribed limits.
- Applicable Statutory charges are levied separately e.g. STT, Stamp Duty, Exchange Transaction Charges, SEBI turnover charges etc. as applicable from time to time.
- System abuse charges, if any, as levied by Exchange(s) will be recovered from the respective clients.
- Penalty, if any, levied by the Exchanges towards margin shortfall will be recovered from the respective Clients in accordance with Exchange guidelines.
- Stamp Duty is also applicable on Off Market transactions where consideration is involved and to be paid by the client directly to CDSL and client is required to provide the details of the same to MACM.
- MACM reserves the right to freeze depository account for debit transaction in case of non payment of Demat charges.
- MACM reserves the right to change the Brokerage as well as other demat tariff from time to time under intimation to the client.
- Goods and Service Tax will be charged extra as per regulations in force from time to time.
- [#]Payment Gateway Charges in the range of 2% to 3% will be charged extra at the time of payment of account opening charges and DP AMC charges.
- Nominal brokerage 0.05% of the contract value will be charged when physical delivery happens in case of Equity Derivative Contracts.

Signature



The execution of this by the client is voluntary. However the execution of this document by the client is required in order to facilitate seamless and hassle free trading and settlement of transactions.

TERMS AND CONDITIONS (THIS DOCUMENT IS VOLUNTARY)

1. The Client shall maintain such Margin as may be stipulated by Mirae Asset Capital Markets (India) Private Limited ("MACM") from time to time. In case the Client does not provide the required Margin within the time frame stipulated by MACM, then MACM shall take such other action as it may think fit and proper. MACM may require the Client to pay additional Margin immediately in case of high volatility.
2. The Client undertakes to monitor the adequacy of the collateral on a continuous basis.
3. MACM as a risk containment measure shall have the discretion to square off/sell all or some of the client positions/collaterals/securities, without any notice to the client.
4. The Client is responsible for all orders, including any orders that may be executed without the required Margin in the Client's account.
5. MACM shall have the discretion to allow or disallow trading by the client in certain scrips / contracts / products / services.
6. No transaction request shall be assumed to be executed / modified until a confirmation from MACM is received by the Client.
7. The client authorizes MACM to close out the transactions in case the Client fails to make full payment to MACM or if there is debit in client's account with MACM. Also, MACM may square off open client's margin/leveraged positions in case the scrip price is nearing its daily price band or due to any adverse development concerning the client's position or scrip.
8. The client agrees that MACM shall not be liable for non-execution or delay in the execution of any order due to system/network issue or due to any reason beyond the control of MACM.
9. The client shall pay to MACM outstanding debit balance if any in his/her account from time to time without any delay. In case of delay, interest on delayed payment shall be charged on outstanding amount including on interest amount already charged as per rates mentioned in Tariff Sheet for Trading and Demat.
10. The losses incurred on client's account will be to the account of the client only. Neither MACM nor any of its employees/agents shall in any circumstances be liable for any loss, lost profits, cost, liability, expense or damage occurred to the client.
11. The client authorises MACM to obtain details in relation to the transactions and balances in respect of the securities held in his/her demat account for the purpose of collating and displaying details under "Portfolio" Section. The client acknowledges that the Portfolio service is being provided as an add on facility and for client convenience/Information only and MACM shall not be liable for any inaccurate display of data due to any unintended error etc.
12. The client authorizes MACM to deposit/pledge or repledge from time to time client's collateral and deposits with the Exchanges/Clearing Corporation for meeting client's margin requirements and other obligations.
13. The client authorises MACM to provide the communications through SMS/WhatsApp and/or telephone calls on the registered mobile number(s), even if the clients contact number is registered with the National Do Not Call Registry ("NDNC") etc. The client confirms that he/she shall not make any complaint to the TRAI/ Service provider in relation to any call/communications received from MACM and shall not hold MACM liable.
14. The client authorises MACM to set off outstanding in any of the account of the client against credits available or arising in any other accounts/segments/exchanges maintained with MACM.
15. The client authorizes MACM to use the client account details/KYC details//registered telephone numbers/TPIN etc. as method of verification of the client's identity as the caller and then take orders, instructions from the caller over the phone. All such orders, instructions etc. shall be deemed to have been placed by the client and bidding on the client.
16. The Client acknowledges that he is fully aware of and understands the risks associated with availing of the services for routing orders over the telephone including the risk of misuse and unauthorized use of his/its details and/or username and/or TPIN by a third party. The Client agrees that he/it shall be fully liable and responsible for any and all unauthorized transactions and unauthorized use of the above.
17. The client shall not have recourse to dispute redressal mechanism/arbitration mechanism/investor protection schemes of the Stock Exchanges/SEBI, in case the client avails services under any schemes/leagues/competitions etc. offered by any third party/group company/associates of MACM, and concerning such services.
18. The client agrees that non-receipt of bounced mail notification by MACM shall amount to delivery of the contract note at the email ID of the client.
19. The Trading Member may keep the unutilised margin deposits of the client in bank deposits in accordance with regulatory guidelines issued from time to time. However, no interest shall be passed on to the client earned for such deposits.
20. Without prejudice to other rights and obligations of the parties, the client understand and agrees that MACM may levy additional charges including Annual Maintenance charges and all charges with respect to Client Demat account for any service rendered by MACM and as may be required by the client and recover from the client at all reasonable costs, as may be incidental or consequential for rendering the said services. The said charges will be debited to the clients Trading Ledger account with MACM and it shall be binding on me.

21. Aadhaar and DigiLocker Authorization:

The Client agree to submit his Aadhaar number and voluntarily provide his consent as under:

The Client hereby authorizes MACM to use his Aadhaar Number and fetch data from UIDAI for verification. Further on, the client's Aadhaar Number is to be updated for his Trading / Demat account with MACM. The client also authorize MACM to link his Aadhaar number to his Trading / Demat Account, Biometric and/or One Time Pin (OTP) data (and/or any similar authentication mechanism) for Aadhaar based authentication for availing MACM services. The client understand that MACM will use Demographic Authentication service provided by UIDAI in authenticating the customer where MACM doesn't take physical copy of the Aadhaar letter. The client hereby give his consent to MACM for sharing his Aadhaar number mapped to his accounts with government agencies/ Stock Exchanges/ Depositories/ Clearing Corporation/ Registrars & Transfer Agents after authentication.

The client hereby agree to carry out online KYC including Re KYC for opening or maintenance of his trading and demat account and hereby give his consent to MACM to share his details and records with DigiLocker for enabling retrieval of Officially valid Documents from Digilocker as required for Online KYC/Re KYC.

22. MACM undertakes Trading on Exchanges, in its Own / Proprietary Account in addition to Client Based Trading. MACM acts as an authorised participant whereby it acts as a liquidity provider to exchange traded funds.

23. The client is aware and agrees that MACM may tape record the telephonic conversation between client/Client's representative and MACM as per regulatory guidelines of SEBI and Exchanges. MACM may produce before the competent authorities voluntarily or on such production being required by such authorities, recorded conversations or transcript there of or both as a valid evidence of the content of the conversations so recorded.

24. MACM may disclose the client information to any person/entity as required under law or regulatory direction or to any brokers association in case of any dispute to take any informed decision. The client hereby agrees and give its consents for disclosure by MACM to any person or entity including but not limited to any independent third parties/Service Providers or group entities of MACM, whether within India or Outside India (subject to permitted laws) of any data and information relating to client trading and demat account for the purposes of or in connection with any present or proposed initiatives , business proposals, activities, facilities or services availed of or to be availed by the client in future.

25. Running Account Authorization:

I/We hereby authorize MACM as follows, in respect of my/our trading account with MACM

To maintain my account, on a running account basis, i.e. instead of paying to me/us any amounts or securities representing payouts, settlement dues, marked to market profits on the settlement date, to retain, withhold, set-off and / or appropriate for such purposes and in such manner as may be prescribed by SEBI/Exchanges from time to time including towards settling outstanding obligations on a settlement date. I/We understand and agree that no interest will be payable to me/us on the deposits or amounts lying to my/our credit with MACM. This authorization may be revoked by me/us at any time by giving MACM written intimation.

I/We request you to settle my/our account on a Monthly Quarterly basis

26. ECN Declaration : The client hereby consent to receive from MACM the digital contract notes, bills, Statement of Funds and Securities , Daily Margin Statements, Demat Transaction Statement, Holding Statements, Notices, Circulars, amendments and such other correspondences including the standard documents which form part of account opening document The client agrees that MACM shall fulfill their legal/regulatory obligations if the above documents are sent electronically. Accordingly, the client request MACM to register his Email ID _____ and the same will be the registered E mail ID as per MACM records. The client shall ensure to maintain the secrecy of the Login id and Password. MACM will not be held liable for breach of secrecy. The client agree that MACM will not take cognizance of any out of office autoreplies and the client shall be deemed to have received such electronic mails. The client agrees to inform MACM in case there is a change in the registered E mail ID.

27. The Client has opted to receive Part B comprising of Rights & Obligations and Investment Charter (Trading and Demat separately), Uniform Risk Disclosure document, Do and Do not's for Trading and Demat and Guidance Note etc. in the form of Physical Electronic

28. In case of dealings in Listed securities of Stock Exchanges and depositories by the client, the client agrees to comply with Fit and proper norms as prescribed by SEBI from time to time.

29. The client understand, agree and confirm that if the Exchange/regulatory authority charges any penalty/fine or charge for any non-compliance on his part including but not limited to non payment /shortfall of in margin then such fine/charge/ penalty shall be debited to the ledger account of the client and the client shall be obliged to make payment for the same.

30. The client hereby undertakes not to execute any trade either singly or in concert with other clients, which may be viewed as manipulative trades viz. artificially raising, depressing or maintaining the price, creation of artificial volume, synchronized trades, cross trades etc. or which could be termed as manipulative or fraudulent trades by SEBI or Stock Exchanges. In case the client is found to be indulging in such activities, MACM has right to inform the Stock Exchanges/SEBI/other regulatory authority and suspend/close the trading account of the client.

- b) Accident, transportation, neglect, misuse, frauds, errors of the clients or any third party.
 - c) Any fault in any attachments or associated equipment of the clients.
 - d) There may be a possibility of variances in values arising out of delayed data feeds, transmission losses in electronic data, electronic fund transfer etc. for which MACM and its authorised representatives shall not be liable.
 - e) Investments from residents in the United States of America and Canada are not permitted for certain mutual funds. MACM shall not be liable for rejections of such applications by Mutual Funds, where investor is an US and Canada resident, all such US/Canada residents are required to do their own diligence with respect to eligibility in investing into such mutual funds/instruments.
36. I/We hereby agree to avail Margin Trading Funding ("MTF") from MACM in Equity Segment of NSE and BSE. I/We have received and read the Rights and Obligations of MTF as prescribed by NSE and BSE contained in Part B of Account Opening Form. I/We also agree to avail of Margin Trading Funding from MACM in accordance with the following terms and conditions agreed between me/us and MACM.

The above referred MTF is offered by Mirae Asset Capital Markets (India) Private Limited ("MACM") under the product name of E-Margin.

Signature 

Other Terms and Conditions relating to Margin Trading Funding ("MTF") as agreed between Stock Broker and Client.

1. Under E-Margin, about 20% - 50% margin required to be provided by the client in such form as may be specified from MACM from time to time for limits (both cash & non cash). The margin is blocked from the customers' limits before the order is released to the Exchange. The client can carry forward his open buy position till sufficient margins are maintained by the clients.
2. Features:
 - a) The customer can take fresh buy positions in E-margin product in the approved stock (s) by providing prescribed margins. The open positions can be squared off in case of any margin shortfall, MTM Loss or in case of corporate actions concerning the stock in which there is open E-Margin position.
 - b) As per SEBI regulation, only Group-1 securities are eligible for MTF. Hence, MTF shall not be offered in all the securities traded on Stock Exchanges. MACM shall have the discretion to select securities that will be enabled for trading under the said facility as per its internal risk management policy and the number of stocks enabled for trading under MTF can be smaller than the number of stocks allowed by SEBI/Stock Exchanges.
 - c) Such list of approved securities would be subject to change by MACM from time to time. MACM may also at its sole discretion decide to withdraw a particular security from the list without notice to the clients and without assigning any reasons whatsoever.
 - d) SEBI/Exchanges has prescribed the Minimum Margin amount to be paid by the client as VaR + 3 times ELM in case of F&O stocks and VaR + 5 times ELM in case of other eligible stocks. MACM shall have the right to prescribe and collect the higher margin from client over and above the stated rates. Also as a risk containment measure, margin rates could be increased or decreased for a Security without notice to the Client and without assigning any reasons whatsoever by MACM from time to time.
 - e) Margins can be collected by MACM in the form cash, cash equivalent and eligible stocks in the Form of Margin Pledge ("MP") with Appropriate haircut as decided by MACM from time to time.
 - f) Mark to Market (MTM) losses on open E-Margin positions to be calculated on daily basis and shall be adjusted from available margin. Accordingly, the Limit may lesser over a period of time. In case, the MTM loss breaches the prescribed threshold (currently 75%) of available margin, the position shall be squared off immediately to restrict further losses. It shall be the responsibility of the Client to regularly monitor and review the Margin availability and furnish the additional Margin to MACM.
 - g) In case the E-Margin position could not be squared off for any reasons (for example, lower liquidity in the scrip, scrip hitting circuit filter, internal system issues or problems at Exchange's end etc.) your open position will be settled on a delivery basis.
 - h) In case the Client has buy position which resulted in no delivery / shortage then the sell leg transaction (if executed on or before Settlement date) would also amount to shortage. The auction value as applicable on the shortages would apply.
 - i) if client buy shares under MTF product and sell the same under other product on the same day or vice-versa, there will be no open position and hence no MTF allocation will happen for the day.
 - j) MACM shall also have the right to transfer /sell any other securities of the Client at Client's risk and costs and with or without intimation to the Client for recovering any dues in relation to MTF facility. In case of delayed payment/ delay in realization of the dues, then interest, at the rates as decided by MACM from time to time, shall be paid by the Client for the same till the date of payment by the Client.
 - k) Interest will be charged between 8% to 12% per annum as may be applied by MACM from time to time on ledger debits including on the funded portion of the E-Margin client trades. Other statutory charges and taxes shall apply as applicable.

l) Decision of MACM will be final with respect to:-

- Eligibility criteria of clients for availing funding under E-Margin,
- Eligible scrips for funding under E-Margin,
- Eligible scrips for collateral,
- Applicable margin rates (over and above stated Exchange margin %),
- Applicable haircut% on Collateral stocks (over and above stated Exchange haircut %),
- Maximum funding for a client under E-Margin,
- Maximum funding for a scrip under E-Margin,
- Maximum collateral value/quantity for a scrip,
- Inclusion or exclusion of a scrip under E-Margin,
- Inclusion or exclusion of a scrip for collateral,
- MTM value calculations,
- Square off time of open position, Maximum days allowed for continuing the E-Margin position(s),
- Rate of interest, also referred to as delayed payment charge, charged for funding client's position
- Adjusting credit arising from one product to the other with MACM,
- Other operational matters.

3. Situations/ conditions in which the securities may be liquidated:

- a) Applicable minimum margin and increased margin, if any, shall be required to be provided at all times by the clients in respect of the stocks purchased under the MTF. Client shall pay any shortage in the required margin immediately on receiving demand (margin call) failing which MACM shall be at liberty to liquidate the funded shares and/or collateral shares to recover the dues outstanding in the account of the Clients. In the normal market condition, it is expected that the client makes good the shortage within T +3 day failing which the position would be liquidated on T+4 day to the extent of margin shortfall. However, MACM reserves the right to liquidate the position much in advance if adequate client Margin is not available with MACM for the open E-Margin positions.
- b) The scrip price is continuously hitting lower circuit.
- c) As per the SEBI circular, Funded stocks under MTF are to be held in Client Securities Margin Funding Demat Account only by the way of Pledge. Client has to provide pledge confirmation for all funded stocks through the OTP based authentication mechanism in accordance with guidelines prescribed by CDSL DP from time to time. If client fails to accept the pledge request for the funded stocks in favour of MACM within prescribed timeline as may be decided from MACM from time to time, position will be squared off any time after the settlement day but on or before the regulatory norms. Funds blocked during the settlement of such position(s) would be liable to for Delayed Payment charges.
- d) Client has not transferred required funds and/or approved collateral in the form of Margin Pledge to meet the MTM loss/margin shortages.
- e) Value of collateral has fallen either due to fall in prices or removal of the stock from the approved collateral list by Exchange/MACM including due to corporate action.
- f) The margin% on E-Margin stock has been increased by Exchange/Clearing house/MACM and hence there is shortage of margin on client's open positions.
- g) The haircut % on Collateral stock has been increased by Exchange/Clearing house/MACM and hence there is shortage of margin on client's open positions.
- h) The client's ledger is in debit over and above the margin debit.
- i) If the stock moves out from the list of eligible stocks under MTF and becomes ineligible for offering under MTF.
- j) Any other circumstances due to change in regulatory requirements from time to time or risk management process due to changing market conditions.
- k) In case the scrip ceases to be allowed for E-Margin due to corporate action – In such cases, E-Margin open position may be liquidated / squared off one day prior to its Ex-date. If the scrip ceases to be eligible for E-Margin for reasons like reduction in daily price band, shifting of group by Exchange(s) etc., the E-Margin open position can be squared off / liquidated by MACM after giving client a margin call.

I/We hereby agree to avail Margin Trading Funding (“MTF”) from MACM in Equity Segment. I/We have received and read the Rights and Obligations of MTF as prescribed by NSE and BSE contained in Part B of Account Opening Form. I/We also agree to avail of Margin Trading Funding from MACM in accordance with the following terms and conditions agreed between me/us and MACM.

4. Other Terms and Conditions:

- a) The Client understands that the positions will be permitted to be allowed/continued upon fulfillment of the necessary margin requirements as specified by MACM for the particular scrip from time to time. The Client agrees that though presently there is no maximum time limit prescribed by MACM for keeping the positions open, however, MACM reserves the right at its discretion to stipulate a maximum time within which Client will have to take the delivery thereof.
- b) Notwithstanding anything contained herein, any amount funded under MTF shall be repayable on demand at the sole discretion of MACM. The Client undertakes to repay the MTF balance forthwith on demand by MACM.
- c) The Client shall monitor margin shortfall as required from time to time, and whether or not any margin call is made or such other separate communication to that effect is sent by MACM to the Client and /or whether or not such communication is received by the Client to avoid any liquidation.
- d) The Client agrees that MACM may at its discretion, in accordance with its risk management policy, disable trading in certain securities in MTF and square off all open positions in such scrip which are not converted to delivery irrespective of margin availability. Client agrees that MACM cannot be held liable for any losses arising out of such disablement or squaring off of such security.
- e) MACM may sell off the collateral fully or partly to recover debits arising out of E-Margin.
- f) The client shall not take position in a company scrip in E-Margin through MACM, if the client is a promoter of that company. If a client being promoter of the company scrip inadvertently takes position in E-Margin through MACM in that scrip then he/she shall immediately after execution of trade inform MACM of the same by sending an email from his registered E mail ID to help@mstock.com so that appropriate reporting could be made by MACM to Stock Exchanges.
- g) Collateral and Funded stocks shall be marked to market on daily basis.
- h) If mark to market loss of the client's E-Margin open position exceeds 70% of the margin provided by the client, E-Margin open position will be squared off / liquidated immediately. The client is therefore required to monitor his/her mark to market losses vis-à-vis margin availability on a real time basis.
- i) Haircut shall be applied on stocks acceptable as collaterals at a percentage which can be higher than scrip Var+ELM. Such haircut % can be increased to 100% in case of corporate action in the securities provided as collaterals. In such cases, the client is required to immediately provide further margins in the form of funds, other shares as collaterals to avoid liquidation / square off of E-Margin open position(s).
- j) Client shall lodge protest or disagreement with any transaction done under the margin trading facility within T+1 working day as prescribed in the Rights and Obligations.

5. MACM shall not be liable for any losses either actual or opportunity losses arising from or in connection with E-Margin transactions due to:

- a) Arising out of technical / system issues.
- b) Disallowance of any scrip to be allowed for further E-Margin positions.
- c) Increase in applicable margin, especially when margin is increased to 100% in case of Corporate action or where the scrip does not remain eligible for E-Margin.
- d) Increase in Collateral haircut %, especially when the haircut is increased to 100% in case of Corporate action or withdrawal of scrip from acceptance as collaterals due to reduction in price bands, shifting of groups by Exchange(s) etc.
- e) Liquidation of E-Margin open positions due to increased mark to market losses and/or margin shortfall.
- f) The client understands that MACM reserves the right to modify any of the terms and conditions in the relation to Margin Trading funding so provided. The client also understands that from the date of accepting the terms and conditions in relation to Margin Trading funding ,if there are any regulatory/operational changes in the functioning of the Margin Trading Facility, such changes shall apply without any intimation to the client. MACM reserves the right to deny providing of the Margin Trading Facility to any client without assigning any reason. During the existence of the agreement, if it is found that any breach/fraud has been committed by the client against MACM, such client shall be liable to make good all the financial loss incurred by MACM including any legal and technical cost that would have been borne by MACM. The client would also be subject to any legal action as may be necessary. MACM also reserved the right to withdraw the Margin Trading facility any time by issuing a notice of not greater than 30 days to its clients. On withdrawal of such a facility, a client would be required to settle its position and clear out any pending dues, if any.

I/We hereby consent to electronic mode as the method of communication (E mail/SMS) for confirmation of orders/trades, margin calls and calls for liquidation of collateral/security/position etc.

37. Terms and Conditions applicable for IPO/FPO

1. MACM offers the platform/website to apply for the IPO and FPO. Applications will be processed without validating the funds availability in the Trading Account. The applicant should ensure that sufficient funds are available in the linked Bank Account for which the UPI ID is provided in the online IPO application. Applicant is required to enter the UPI ID for his bank account only. Bids where the UPI ID entered does not belong to the applicant will be rejected.
2. The IPO bidding is done on NSE and BSE platform through APIs provided by the Exchanges. MACM does not take responsibility for rejections/ non processing of any application. MACM will take best efforts to process your application. The application/bid received by the client/investor will be routed to National Stock Exchange of India Limited (NSE) and Bombay Stock Exchange (BSE). MACM shall not be responsible for non-allotment or delayed allotment of shares.
3. The client can place bid/application up to a particular cut off time, which will be decided at the sole discretion of MACM. The client will not be allowed to modify and/or cancel the application /bid, after it has been successfully placed in the online IPO system of MACM up to issue closure or such time as specified by MACM.
4. On successful bidding, applicant will receive a block funds UPI request. Applicant must accept this request immediately by using the BHIM app or any UPI APP provided by the applicant's bank. Allotment will not happen if the applicant does not accept the block request immediately.
5. Applicant acknowledge that MACM online application form is a facility provided by MACM to its registered clients to apply Online for IPO's. The online facility is turn dependent on the performance of the API's provided by the BSE and NSE IPO platform. Applicant acknowledges and accept that MACM does not have control on the same. MACM makes no warranty that the facility will be uninterrupted, timely, secure, or error free. The applicant/ bidder shall not hold MACM responsible for any breakdown/interruption/delay/failure or any technical flaw in the Website.
6. MACM serves the right to either temporary or permanently, withdraw or suspend the facility at any time without giving any notice or assigning any reason for the same, whether in respect of one or more applicant(s) bidder(s).
7. MACM reserves all rights to reject an application under the following conditions:
 1. If the client has not provided sufficient details/documents to process the same.
 2. If it is of the view that processing the same would violate the guidelines laid by any Regulator, whether in India or outside India.
 3. If client has not submitted the application within the stipulated time specified by MACM or has not accepted the UPI based funds blocking request within the specified timeline.
 4. If the client applies for the shares in the different category, that he/she is not eligible.
8. MACM shall not take any responsibility for objections/rejections of application by the collection banker or RTA.
9. I have fully read, understood, agree and accept the terms and conditions related to the online application of the IPO/FPO, and do hereby agree not to question the validity, enforceability and applicability of any provision/clauses of this document at any circumstances whatsoever.

Date : _____

Signature

