

Terms and Conditions for Systematic Investment in Mutual Fund and/or Securities

1. DEFINITIONS :

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

- **“AMC”** means Asset Management Company licensed by Securities and Exchange Board of India (“SEBI”) as an asset manager offering various mutual fund schemes.
- **“Bank(s)”** means any bank or a financial institution or any service provider operating in India with which IIFL has entered into an agreement for offering various facilities through the Internet, which facilities and services including net banking facilities and providing authorization (from third party clearing house networks) and settlement facilities in respect of payment instructions initiated by the Client on the IIFL Online MF Account and/or Website using credit/debit card/online banking account.
- **“IIFL Online MF Account”** means an online account provided by IIFL to the Client through which the Client undertakes transactions in mutual fund units
- **“ISC”** means Investors Service Center managed and provided by the Mutual Funds or their Asset Management Companies to service the investors.
- **“SIP”** means Systematic Investment Plan for investment in mutual fund units as offered by AMCs for various mutual fund schemes launched by them and/or systematic investment in securities.
- **“SIP Instruction”** means instructions given by the client for SIP. SIP instruction can be given only for purchase and not for sale of securities/mutual fund units.
- **“SIP Period”** means the total period of SIP as per the SIP Instruction.
- **“SIP Frequency”** means the frequency of SIP as provided in SIP Instruction. Such frequency can be fortnightly, monthly or quarterly as may be permitted by IIFL/ AMC.
- **“SIP Start Date”** means the date specified in the SIP Instruction to start the SIP
- **“SIP Debit Amount”** means the amount of SIP as specified by client for execution of SIP instruction. In case of mutual fund units, it shall be as specified by AMCs for respective mutual fund schemes as selected by client and in case of SIP in securities, it shall comprise of SIP value and applicable taxes, charges and brokerage.
- **“SIP Value”** means (SIP Quantity * Market price of security on SIP Due date) + applicable taxes/brokerage/charges)
- **“SIP Quantity”** means the units of mutual fund and/or quantity of securities that shall be purchased as per the ‘SIP Instruction’
- **“SIP Order”** means each transaction to be executed in the client’s account as per SIP instruction.

- **“SIP Due date”** means the date on which the amount payable towards the SIP order becomes due which shall be two days prior to the SIP order date.
- **“SIP Order date”** means the date on which SIP order becomes due for execution.
- **“SIP Execution Date”** means the dates on which the order will be executed in client’s account as per the SIP instruction.
- **“IIFL”** means IIFL Securities Limited.
- **“SIP Installment No”** means Serial Number of the purchase order that will be executed as per SIP instruction.

2. INSTRUCTION:

- a) A client can give one or more SIP Instructions. Such instructions may be given either in writing or through the online facility provided by IIFL or through recorded telephone lines. Maximum Number of scrips that may be selected in single STOCKSIP application is 10. In case of SIP in Mutual Fund units, only one mutual fund scheme can be selected at a time.
- b) Client shall provide all the details in the SIP Instruction including the SIP Debit Amount, SIP debit amount, SIP frequency and SIP period.
- c) Client shall provide IIFL with a copy of valid Permanent Account Number (“PAN”) and other details as required in the format as may be prescribed by IIFL, AMC and/or CDSL Ventures (India) Limited (CVL) or any other authority or body that may be appointed for providing KYC verification by the regulator from time to time for all registered applicants.
- a) For execution of SIP transaction through IIFL Online MF Account, client has to subscribe for the said service by filling up the Subscription Form. Registration granted to the Client comprises a non-transferable, revocable and non-exclusive license to use the IIFL Online MF Account for bonafide purposes only.
- b) Client may cancel the SIP Instruction at any time by submitting the request in writing or through the online facility provided by IIFL. Such cancellation request should be received by IIFL atleast 30 days prior to the next SIP Due Date. In case of any SIP Due date falling during the notice period of such cancellation request, IIFL may at its sole discretion debit the SIP Debit Amount on such SIP Due date and execute the SIP order on the SIP order date.
- c) The cancellation of the SIP instruction shall be effective from such date as may be intimated by IIFL.
- d) The Client shall fulfill all the obligations arising in the client’s account before the effective date of such cancellation of the SIP instruction.



Transaction Process and Delivery Mechanism for Mutual Funds.

In case of SIP through ledger : A user can start a SIP (first order) only on the prospective START DATE selected from the list of AMC specified dates e.g. if Registration Date is July 16 and client opts for ledger option and specified dates are 5,10,15,20,25 then first order of SIP can go earliest only on July 20. If user registers a SIP on July 20, then the first order can be generated on July 20, itself.

In case of SIP through Bank : A user can start a SIP (first order) only on the prospective START DATE selected from the list of AMC specified dates e.g. if Registration Date is July 16 and specified dates are 5,10,15,20,25 then first order of SIP can go earliest only on August 20. There will be a gap of 30 days in SIP registration date and SIP START DATE.

However, after receiving SIP registration requests from CLIENTS, IIFL Securities limited will register the SIP as per client request on BSE STARMF/ MFSS, the subsequent orders will be generated in the selected specified Date only.

Accordingly, the CLIENT will be required to maintain sufficient balance in his ledger in case of SIP through LEDGER/BANK.

After matching the funds pay-in with the funds obligations of client, IIFL will process the subscription details and forward the same to the BSE Star MF/ MFSS for necessary action at their end.

The settlement will take as per the settlement calendar provide by BSE/NSE from time to time.

Transactions executed through Online MF Account:

- Only client shall be permitted to access and use the IIFL Online MF Account on the website on its behalf, and any Transaction that takes place as a result of the same under such IIFL Online MF Account shall be deemed to be authorized by the Client. The Client shall execute a Power of Attorney in favour of IIFL Securities limited in the prescribed format.
- The Client shall be provided a single login-id and password for the IIFL Online MF Account.
- The Clients monies for any Transaction shall be collected in IIFL's pool account and then transferred to the respective AMC or may be directly transferred from the Clients account to the respective AMCs account, as the case may be.
- With respect to any Transaction pertaining to mutual funds, the Client will get the website account statement in electronic format.
- All the purchase transactions pertaining to mutual funds, made through the IIFL Online MF Account and/or website shall be allotted an online folio number or will get added to an existing online folio no.
- The client cannot execute any transaction of the mutual fund units falling under an online folio through the AMC or an ISC or any other entity or platform other than IIFL Online MF Account and / or the website. For executing transactions through an AMC or an ISC or any entity other than IIFL Online MF Account and/or the website, the client requires to get the online folio converted

to an off-line folio through a duly signed written request submitted to IIFL in the format as specified on the website. The request would be subsequently confirmed by the AMC and the conversion of the online folio to an offline folio shall take place within 15 business days from the date of submission of such request to IIFL.

- Existing folios of clients can be converted to an online folio by giving a duly signed written request to convert such existing folios into online folios to AMCs in their specified format and to IIFL in format as specified on the website. The offline folios will be converted into online folios after the subsequent confirmation of the same by the AMC to IIFL.

3. PAYMENT:

- Client can make the payment towards execution of SIP either by giving ECS mandate/Standing Instruction to its designated bank for transfer of funds towards SIP Debit amount OR by giving Authorisation to IIFL to debit clients ledger account for SIP Debit Amount.
- Mode of payment for SIP Debit Amount can not be modified during the SIP period.
- The client shall not revoke such ECS mandate / Standing Instruction/ Ledger Debit Authorization during the SIP period. In case the same is revoked during the SIP period, IIFL at its sole discretion may terminate the SIP Instruction given by the client.
- IIFL shall execute the SIP order as per the SIP Instruction on the SIP Execution date. Any excess SIP amount transferred through the ECS mandate in client's account shall be retained in the client's trading account maintained with IIFL. No interest shall be payable by IIFL on such excess amount retained in the client's account. On written request of the client, IIFL may release such excess SIP amount in the client's account.
- In case of SIP in securities, SIP Debit Amount shall be arrived at as below:

For Payment Through bank (ECS/Standing Instruction):

In case of ECS through bank, SIP instruction can be given specifying the SIP Debit Amount and not the SIP Quantity.

In case of ECS through bank, SIP Debit amount can be debited from the investor's bank account on or before two days prior to the SIP order date.

Minimum SIP Debit Amount in case of ECS shall be Rs. 3000/- or value of 2 scrips as per previous closing price on the SIP Registration date whichever is higher. SIP Amount should be displayed on the basis of previous closing price of a particular security in NSE/BSE plus 10% of the SIP amount as free balance.

For Example if A wants to buy INFOSYS whose prev close market price is Rs. 2800. In such a case the SIP Debit Amount allowed for him Rs. 2800+ Rs. 280 (10%) = Rs. 3080

For SIP Payment through Ledger:

The client can specify SIP instruction based on SIP Debit Amount or SIP Quantity. In case, Client gives SIP instruction

based on SIP Quantity, the SIP Instruction shall be executed only when the available clear balance in the ledger account is equal to (previous closing price of the selected security plus 5% of the SIP amount as free balance in his Ledger Account.

For Example: On SIP date 5th Apr,2012, the previous close price of Infosys is Rs.1000, then IIFL will debit (Rs. 1000 + Rs.50 (5% SIP amount as free balance) = Rs.1050 in his IIFL Securities limited Linked Ledger.

- In case Client gives SIP instruction based on SIP Debit Amount, the SIP instruction shall be executed only when available clear balance in his ledger account is equal to previous closing of a particular security in NSE/BSE plus 10% of the SIP amount as free balance.

For Example: On SIP date 5th Apr 2012, the previous close price of Infosys is Rs.1000, then IIFL will debit (Rs. 1000 + Rs.100 (10% SIP amount as free balance) = Rs.1100 in his IIFL Securities limited Linked Ledger

Mode of payment for SIP Debit Amount cannot be modified during the SIP period.

4. EXECUTION OF SIP ORDER:

- a) IIFL shall execute SIP Order subject to availability of clear funds in client's trading account/Bank account held with IIFL on the SIP Order Date.
- b) Client shall be required to ensure that sufficient funds are available in client's *ledger/Bank account (*applicable on the basis of mode selected) on the SIP order date and SIP execution date. In case of insufficient funds your SIP order will not be executed which shall stand cancelled. There won't be any partial execution of SIP orders.
- c) Where Client has given Ledger Debit Authorisation:
In case of insufficient funds in the client's trading account on the SIP Execution date IIFL shall at its sole discretion may not to execute the SIP order which shall stand cancelled.
- d) In case the SIP order date falls on a trading holiday/non-working day, the SIP order shall be executed on the immediate succeeding trading day at market rate as on that date.
- e) In case of non-execution of SIP order on the SIP order date due to any reasons beyond the control of IIFL, IIFL may at its sole discretion execute the said order on immediately succeeding trading day at market rate as on that date. The Client shall not hold IIFL or any of its officers / directors liable or responsible for execution / non-execution of SIP instruction for any reasons beyond the control of IIFL. All other Stock Exchange conditions viz. Shortages, Auction etc. as applicable to trading in securities shall remain applicable.
- f) If the trading account is deactivated for any regulatory or other reason, then the SIP instruction will not be executed.
- g) Client will receive e-mail and SMS to confirm the application details before the first SIP execution date on registered contact details with IIFL.

h) Subsequently, SIP instructions will be executed in an automated mode and client will not receive e-mail or sms confirmation prior to execution of order on SIP execution day.

i) If, on a SIP Execution Date, scrips selected by the customer reach upper or lower circuit, the SIP order will be kept live till market ends. In this case the order may or may not get successfully executed depending upon the market scenario.

5. DEFAULT:

In case the client defaults in making payment towards the SIP obligations, the SIP Instruction shall be terminated at the sole discretion of IIFL. Apart from such termination, client shall also comply with the terms & conditions, if any prescribed by AMC/IIFL from time to time in this regard.

6. TRADE CONFIRMATION:

- a) IIFL shall send a trade confirmation/contract note to the client on its registered mobile no./ E-mail id for the SIP Order executed on behalf of the client at the client's registered e-mail id. Such confirmation/contract note shall be binding upon the client.
- b) Client shall be required to access and review the contract note/confirmation of the trades executed on its behalf. In case of any objection, client shall inform IIFL of the same within 48 hrs from the date of receipt of the contract notes/ confirmations.

7. FEES/ BROKERAGE:

IIFL shall charge brokerage / transaction charges towards each SIP order executed in the client's account as per the SIP instruction. Such brokerage/transaction charges shall form part of the SIP Amount and shall be recovered by IIFL by debiting client's trading account.

Brokerage/fees will be charged as per policy of IIFL and same will be intimated to client on time to time basis.

8. TERMS OF MAIN AGREEMENT:

All the terms and conditions of the main agreement executed between the client and IIFL shall be also applicable to the SIP instruction and the client shall abide by the same at all times.

9. LIABILITY AND INDEMNITY:

- The Client shall be solely liable and responsible for making all the payments towards the SIP Order executed in the client's account. In case of execution of SIP order in absence of funds / insufficient funds in client's account, client shall immediately make payment towards the trade obligation.
- If the client defaults in making the payment due to IIFL / respective Exchanges towards its trade obligations, IIFL may at its sole discretion recover such amount due from the client by liquidating the client's position without prejudice to IIFL's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation shall be charged to and borne by client.
- Client shall indemnify and keep indemnified IIFL and its directors / officers for all trades executed on behalf of the client as per the SIP instructions.



- Client will be liable to pay charges on any debit amount which arises due to SHORTFALL in SIP at such rates as may be decided by IIFL from time to time.

10. FORCE MAJEURE:

IIFL shall not be responsible for any losses, cost or damages, actual or notional, resulting directly or indirectly from any action / omission / suspension of trading, decision or ruling of any exchange or Regulatory, governmental or other body or of any other person which is beyond IIFL's control or any war, strike, lockout, national disaster, act of terrorism, delay in postal service or any other delay or inaccuracy in the transmission of order or other information or any break-down / failure or malfunction beyond the control of IIFL or any third party in-charge of the same. The above force majeure event so not exempt the client to fulfill the obligations in his account with IIFL.

11. TERMINATION:

- a) Upon revocation of the Authorisation given for Systematic Investment, all SIP Instructions given by the client shall stand cancelled. In case of SIP Due date of any SIP Instruction falling during the notice period of revocation of the authorization, IIFL may at its sole discretion debit the SIP Amount on such SIP Due date and execute the SIP order on the SIP order date.
- b) Client shall fulfill all the obligations arising in the client's account before the effective date of such revocation of the authorisation.

12. AMENDMENTS:

IIFL may amend, add, vary, cancel any of the terms and conditions either in whole or in part at any time with or without giving any prior notice to the Client. Any such amendment shall be binding on the client from the date of such amendment.

13. GOVERNING LAW AND JURISDICTION:

The SIP facility provided by IIFL to client shall be governed by Laws of India and subject to jurisdiction of courts of Mumbai.

14. DISCLAIMER

- The client undertakes to have read and understood the Risk factors associated with the investment in commodities.
- Client shall be solely responsible for any losses in the client's account occurring due to such SIP instruction.
- Investments in securities and mutual fund are subject to market risks and there can be no assurance or guarantee that the objectives will be achieved. Clients are requested to read all the scheme related documents carefully before investing Each client is advised to consult his/her own financial advisor/professional tax advisors before availing of facility.



Name of stock broker/ trading member/ clearing member/ Depository Participant	IIFL Securities Limited
SEBI Registration No. and date:	BSE, BSE (F&O) NSE, NSE (F&O), MCX & NCDEX SEBI Registration No. INZ000164132 Dated 22 Feb. 2018
	Depository: CDSL & NSDL SEBI Registration No: IN - DP-185-2016
Name & SEBI Registration No. of Clearing Member for F&O and Currency Derivative Segment	ICICI Bank Limited ICICI Bank Towers, Race Course Road, Vadodra, Gujarat - 390 007 NSE CURRENCY : INE231308631 MCX-SX: INE261313733 NSE (F&O): INF231134745
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For any grievance/dispute please contact IIFL Securities Limited at the above address or Email ID- customergrievances@indiainfoline.com and Phone no. +91 22 4007 1000. In case not satisfied with the response, please contact the concerned exchange(s) at NSE: ignse@nse.co.in and Phone no. +91 22 2659 8190; BSE: is@bseindia.com and Phone no. +91 22 2272 8097; MCX-SX: investorcomplaints@mcx-sx.com and Phone no. +91 22 6731 8933/9000; USE: investorcomplaints@useindia.com and Phone no. +91 22 4244 4904/ 4244 4932.