



To,

Hem Securities Ltd./Hem Finlease Pvt. Ltd.

Regd. Off. : 203, Jaipur Tower,
M. I. Road, Jaipur-302001

Date

Re : UCC _____

Sub : Enablement / Empanelment on the SLB Segment

Dear Sir,

I am registered as a 'Client' with you vide the aforementioned Unique Client Code ("UCC")

I am desirous of participating in the 'Securities Lending Scheme, 1997' ("SLBM") of SEBI vide its Circular No SMD/POLICY/SL/CIR-09/97 dated May 07, 1997

I have been informed by your representative that you have entered into an Agreement with the Indian Clearing Corporation Limited and that you have been admitted as a Participant by the Clearing Corporation to facilitate the lending and borrowing of securities for your clients

I confirm that I have been handed over a copy of the Rights & Obligations Document ("R&OD") mentioned in the SEBI Circular No CIR/MRD/DP/19/2014 dated 03 Jun 2014 and that I have perused the same

I further confirm that the said Scheme, Circulars issued in this regard by SEBI and ICCL from time to time and the Rights & Obligations Document shall be binding on me

Thanking You

Client Name _____

 Signature of Client _____

RIGHTS AND OBLIGATION OF CLEARING MEMBER AND CLIENT UNDER SECURITIES LENDING AND BORROWING SCHEME

The Securities and Exchange Board of India (hereinafter referred to as "**SEBI**") has formulated and issued the Securities Lending Scheme, 1997 (hereinafter referred to as "SEBI Scheme") and SEBI Circular No MRD/DoP/SE/Dep/Cir-14/2007 dated 20th December 2007 and SEBI circular no. CIR/MRD/DP/19/2014 dated June 3, 2014 for facilitating lending and borrowing of securities through a Clearing Member registered with SEBI.

Obligations on Clearing Member

1. Before entering into an arrangement with a Client under SLBS, The Clearing Member shall inform the Client that it has entered into an agreement with the Clearing Corporation and it has been admitted as Participant of Clearing Corporation to facilitate lending and borrowing of securities.
2. The Clearing Member has made the Client aware of and the Client has understood the precise nature of the Clearing Member's liability under SLBS including any limitations, the liability and the capacity in which the Clearing Member acts.
3. Clearing Member and the Client shall be bound by scheme and circulars issued by SEBI from time to time, scheme/circulars issued by clearing corporation/stock exchange, and/or the Rules, Byelaws, Regulations of the stock exchange and or clearing corporation as applicable and as in force from time to time.
4. **ISSUE OF CONFIRMATION MEMO:-** The Clearing Member shall, upon execution of the Client's transaction on the order matching platform of the Clearing Corporation, issue the confirmation memo in the specified format or such other documents to the Client within such time as may be prescribed by the Clearing Corporation from time to time.
5. **MONEY / SECURITIES TO BE KEPT IN SEPARATE BANK / DEMAT ACCOUNT :-**The Clearing Member shall keep the money / securities deposited by the Client in a separate bank account / settlement demat account, distinct from its own account or accounts of any other Clients, and shall not be used by the Clearing Member for itself or for any other Clients or for any purpose other than the purposes mentioned in the scheme/circulars issued by SEBI, Rules, Bye-laws and Regulations of clearing corporation/stock exchange, as may be applicable and circulars issued by clearing corporation/stock exchange there under from time to time.
6. **UPDATE ON SETTLEMENT PROCESS:-** The Clearing Member shall inform and keep the Client apprised about securities lending and borrowing settlement cycles, delivery/payment schedules and any changes therein from time to time.
7. **COMPLIANCE WITH KYC NORMS:-** The Clearing Member undertakes to maintain the "Know Your Client" details of the Client as mentioned in the Client Registration Form or any other information pertaining to the Client in confidence and that it shall not disclose the same to any person / authority except to the Clearing Corporation or as required under any law / regulatory requirements or in compliance with any decree, order or direction of any Court, Tribunal, SEBI or other authority duly empowered in law; provided however that the Clearing Member may so disclose information about its Client to any person or authority with the express permission of the Client.
8. **RETURN OF SECURITIES AND LENDING FEES TO CLIENT AS A LENDER:-** Where the Client is a lender unless otherwise agreed upon between the Clearing Member and the Client, the Clearing Member shall ensure the return of securities to the Client by transferring the same to the Client's account within such time as may be prescribed by the Clearing Corporation. The Clearing Member

shall ensure the return of the lending fees to the Client within such time as may be prescribed by the Clearing Corporation.

DELIVERY OF SECURITIES TO CLIENT AS A BORROWER:- Where the Client is the borrower unless otherwise agreed upon between the Clearing Member and the Client, the Client shall be entitled to receive securities borrowed or financial compensation in lieu thereof, computed in such manner as may be specified by the Clearing Corporation from time to time. The Client shall be entitled to receive from the Participant, the collateral in case the Client has deposited securities approved by the AI as collateral. Notwithstanding any other provisions of the agreement between the Clearing Corporation and Clearing Member, the Client shall be entitled to have all the rights that are conferred on it from time to time under the SEBI Scheme, Circulars issued by SEBI, SLBS and the Circulars issued there under by Clearing Corporation.

9. **ABIDE BY LAW & ACQUAINTANCE TO LAW:-** The Clearing Member declares that it has brought the contents of the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued there under from time to time, and the terms and conditions of the agreement between the Clearing Corporation and Clearing Member to the notice of the Client and the Client agrees to comply with and adhere to the same.
10. **PROCESSING CHARGES:-** The Clearing Member agrees that it shall not charge processing charges / fees beyond the maximum limit permissible under the SEBI Scheme, Circulars of SEBI, SLBS and the Circulars issued there under from time to time.

Right of Clearing Member

1. **CONSIDERATION:-** The Clearing Member is entitled for charges, fees, other levies and /or any such other charges, subject to such limits as may be permitted by the Clearing Corporation in its circulars from time to time.
2. **MARGINS:-** The Clearing Member is empowered to call upon the Client to pay such margins as may be specified by the Clearing Corporation from time to time.
3. **RECOVERY:-** The Clearing Member shall be entitled to recover from the Client the loss or charges, fees, other levies and /or any such other charges that has been paid by the Participant to the Clearing Corporation or imposed by the Clearing Corporation on account of its Client arising out of default or transactions under the SLBS whether current or past that are effected by the Client in meeting its obligations by adjusting margins and other deposits, if any, available with the Clearing Member against the Client's liabilities / obligations.
4. **Due Diligence:-** The Clearing Member shall continuously satisfy itself about the genuineness and financial soundness of the Client and investment objective relevant to the services to be provided.

Obligations on Client

1. **ELIGIBILITY CRITERIA:-** The Client represents that he is eligible to participate in the SLBS and has satisfied the criteria specified by the Clearing Corporation.
2. **UPDATE & COMPLY WITH THE SETTLEMENT PROCESS:-** Notwithstanding anything contained in this document, the Client shall at all times make its own inquiries and keep itself updated on all settlement cycles, delivery/payment schedules and changes therein, and it shall be the responsibility of the Client to comply with such schedules/procedures of the Clearing Corporation.
3. **PROCESSING CHARGES:-** The Client agrees to pay the Clearing Member, processing charges and statutory levies prevailing from time to time or any other charges for the services provided by the

Clearing Member. -

4. **CHANGE IN KYC INFORMATION:-** The Client agrees to immediately notify the Clearing Member in writing whenever there is any change of information in the "Know Your Client (KYC) Form" provided by the Client to the Clearing Member, in the manner prescribed by SEBI/clearing corporation/stock exchange.
5. **AUTHORISED REPRESENTATIVE :-**The Client agrees to be bound by the instructions issued by its authorized representative, if any, in accordance with the letter authorizing the said representative to deal on its behalf.
6. **RETURN OF SECURITIES:-**The Client shall return the equivalent number of securities of the same type and class borrowed by it within the time specified by the Clearing Corporation in the Circulars issued from time to time.
7. **PAYMENT OF MARGINS:-**The Client agrees to pay such margins as may be specified by the Clearing Member in accordance with the requirement of Clearing Corporation or SEBI from time to time.
8. **EXPOSURE / POSITION LIMITS:-**The Client agrees to abide by the exposure / position limits, if any, set by the Clearing Member or the Clearing Corporation or Stock Exchange or SEBI from time to time.
9. **SECURITIES LENT TO BE UNENCUMBERED:-**The Client agrees and warrants that the securities lent are free from lien, charge, pledge or any encumbrance(s) of whatsoever nature.
10. **INSOLVENCY:-** The Client agrees to immediately furnish information to the Clearing Member in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against it or if any litigation which may have material adverse bearing on its net worth has been filed against it.
11. **COLLATERAL:-** At the discretion of the Clearing Member, where the Client deposits the required collateral with the Clearing Member, the same shall be free from any encumbrance(s) of whatsoever nature or defect in the title. If any encumbrance(s) or defect in the title is found subsequently, such collateral shall be immediately replaced by the Client.

Rights of Client

1. **RIGHT OF CLIENT AS LENDER TO RECEIVE SECURITIES OR FINANCIAL COMPENSATION AND LENDING FEES:-** Where the Client is the lender unless otherwise agreed upon between the Clearing Member and the Client, the Client shall be entitled to receive the securities lent or financial compensation in lieu thereof, computed in such manner as may be specified by the Clearing Corporation from time to time. The client shall be entitled to receive lender's fees for the securities lent.
2. **RECONCILIATION OF ACCOUNT:-** The Client and Clearing Member shall agree to reconcile their accounts regularly with reference to the transactions under the SLBS.
3. The Client shall satisfy itself of the capability of the Clearing Member and wishes to deal through the Member for lending and borrowing of securities

TERMINATION:- The relationship between Client and Clearing Member shall forthwith terminate if the Clearing Member for any reason ceases to be a Clearing Member under the circumstances as prescribed by the Clearing Corporation. Further, either of the parties shall be entitled to terminate the relationship by giving prior written notice of at least one month to other party without assigning any reason. Such termination shall, however, not affect the liabilities/obligations of either party arising out of the transactions

under the SLBS entered into prior to the date of the notice of termination.

AMENDMENT:- The rights and obligations contained in this document shall not be altered, amended and /or modified by the parties in a manner that shall be in contravention of the provisions of acts, rules, regulations, notices and circulars of Clearing Corporation / SEBI governing SLBS segment or derogatory to rights and obligations prescribed herein.

ARBITRATION:- The Clearing Member and the Client shall co-operate with each other and with the Clearing Corporation in redressing their grievances in respect of transactions under the SLBS. All disputes and differences or questions arising out of or in relation to relationship between the Client and Clearing Member including failure or breach thereof by any of the parties and/or of any matter whatsoever arising out of this rights and shall in the first instance be resolved mutually by the parties. If the parties fail to resolve the same mutually, then the same shall be referred to and decided in accordance with the procedures as prescribed by the SEBI/Clearing Corporation under the SLBS, the Circulars issued there under or Rules, Bye-laws and Regulations of Clearing Corporation.

GOVERNING LAW AND JURISDICTION:- The relationship between Clearing Member and a Client and all difference/disputes/claims arising thereto shall be governed by and construed in all respects in accordance with the laws of India. In relation to any legal action or proceedings to which the Clearing Corporation is a party, the parties irrevocably submit to the exclusive jurisdiction of the courts of Mumbai, India and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought before an inconvenient forum. In relation to any legal action or proceedings to which Clearing Corporation is not a party, the parties irrevocably submit to the jurisdiction of any competent court of law where the Client ordinarily resides at the time of execution of the transactions under the SLBS.

CANCELLATION OF TRANSACTIONS:- Notwithstanding anything contained in the Agreement between Clearing Corporation and Clearing Member or in the Rights and Obligations statement of Clearing Member and the Client, the Clearing Corporation shall be entitled to cancel transactions under the SLBS, either on an application by a Clearing Member or suo moto or under regulatory directions, and in such an event, the transactions done on behalf of the Client shall ipso facto stand cancelled, and neither the Clearing Corporation nor the Clearing Member shall be liable to compensate the Client for any loss whatsoever (including opportunity loss) arising out of such cancellation.

DISCONTINUATION OF SLBS AND PARTICIPATION IN SLBS:-The Clearing Corporation shall be entitled to discontinue the SLBS or the participation of the Clearing Member in the SLBS at any time at its discretion. Such discontinuation may be subject to such terms and conditions as may be specified by the Clearing Corporation from time to time.

The words and expressions in this document are used for the purpose of convenience only and shall not affect the construction of the terms of this document. Words and expressions which are used in this document, unless the context required otherwise, have the same meaning as assigned thereto in the rules, bye-laws, regulations, circular, notices issued there under by Clearing Corporation / SEBI.