

Terms & Conditions

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Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern PL relationship with you in relation to this website.

The term PL refers to the owner of the website whose registered office is 3rd Floor, Sadhana House, 570, P. B. Marg, Behind Mahindra Tower, Worli, Mumbai - 400 018. The content of the pages of this website is for your general information and use only. It is subject to change without notice.

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- Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- You may not create a link to this website from another website or document without PL prior written consent.
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of India or other regulatory authority. We as a merchant shall be under no liability whatsoever in respect of any loss or damage arising directly or indirectly out of the decline of authorization for any Transaction, on Account of the Cardholder having exceeded the pre-set limit mutually agreed by us with our acquiring bank from time to time

Account Opening

Before availing of PL services, the Client shall complete the registration process as may be prescribed from time to time. The Client shall follow the instruction given in the website and KYC documents / <https://instakyc.plindia.com> for registering himself as a client.

Online account opening using Digi locker is currently available only for residents of India opening accounts for an individual.

When opening an account online using Digi locker, data will be fetched from the KYC database and cannot be edited.

Pick up of required documents related to the account opening procedure is subject to availability of our representatives, given at any particular time and location.

Privacy Policy

At PL we are strongly committed to protecting the personal and financial information that you submit to us. This information is provided when you register to receive certain services or products, such as online share trading. The personal information we get from you will help us provide you with improved services and products that match your needs as closely as possible.

We shall not sell your personal information to any third party. However, under certain conditions we would share this information:

We share information as part of normal business operations, such as providing you with any services to which you subscribe, and any activity related to these services such as collecting fees for those services, and informing you about these services; as part of normal legal/regulatory purposes required by the Securities and Exchange Board of India and other regulatory and government entities.

Your account information is protected by placing it in the secure portion of our website, which is why you need to enter your unique login username and password each time you want to access your account information using the credentials provided to you at the time of account opening or subsequently as modified by you.

Do help us protect your privacy by maintaining the secrecy of the username and password you use for any of our services.

Please note that this privacy policy does not create any contractual or other legal rights in or on behalf of any party, nor is it intended to do so.

We, at PL, acknowledge and accept that the personal details that you impart to us, is to be kept in strict confidentiality and to use the information only in the manner which would be beneficial to our customers. We consider our relationship with you as invaluable and strive to respect and safeguard your right to privacy. We shall protect the personal details received from you with the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of this information as we protect

our own confidential information of a like nature. We shall use the personal information to improve our service to you and to keep you updated about our new product or information that may be of interest to you. The information collected from you would be used in the right spirit and context in which it is intended to be used. Your information would be used by us to process your trading request and to carry out the settlements of your obligations.

We understand clearly that You and Your Personal Information is one of our most important assets. We store and process Your Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. If you object to Your Information being transferred or used in this way, please do not provide the details of your information on the Website.

To ensure security of access to the personal information and transaction details, the access to the secured zone of our website is restricted by the unique login ID and Password selected by you. You should be very careful in handling the ID and password and you should ensure that you do not reveal it to anybody, nor do you keep it in writing. You should keep changing your password periodically. We and our affiliates will share/sell/transfer/license/convey some or all of your personal information with another business entity to carry out any business activity such as amalgamation, restructuring of business or for any other reason whatsoever. Once you provide your information to us, you provide such information to us and our affiliate and we and our affiliate may use such information to provide you various services with respect to your transaction conducted on any PL platforms.

Security precaution and password

PL will provide the client with a username and a trading password which will enable him to avail of the facilities of Online Trading through the PL website, over the telephone or in any such other manner as may be permitted by PL for availing of the services. PL may also provide the client with the username and password for accessing its back office for various reports, etc. All terms regarding the use, reset and modification of such password shall be governed by information on the website.

Our trading terminal systems have a stringent Two-Factor authentication (2FA) secure system for every client to enter into their login ID using their Client ID and Password, along with a 4-digit PIN set by the Client himself/herself. This 2FA mechanism is set in place as per SEBI & Exchange guidelines with respect to Internet Based Trading Rules.

PL trading platforms password have a 2FA system in place for a secure login experience by each client. After a client enters his/her Client ID, he/she is required to enter his/her (i) Password; and (ii) a 4-digit unique PIN set by the Client him/herself. A link to create Password & 2FA are sent to all clients along with the welcome email while opening an account. This Password and 2FA set by each client, is unique to him/her, and is not known to anybody else apart from the client him/herself. Passwords and 2FA credentials are privileged information, and must be kept in high secrecy by each client and not shared with anybody else.

As per instructions from SEBI & the Depositories, we are also required to obtain the above stated Two-Factor Authentication (2FA) for all such sell transactions where shares are debited from the demat account using the eDIS route. Therefore, the same PIN set by You for Your trading terminal login, will be required to be inputted by You each time during a debit/sell transaction from your holdings from Your demat account via trading application.

This will be required only if You are using the eDIS route and not if you have submitted the physical Power of Attorney.

For Call & trade, each and every client is required to mention the Client ID along with his/her personal identifiers before placement of a trade.

Any Password – trading or back office - can be reset by you at any point of time, by selecting the 'Forgot Password' link under the login area. As soon as you select the 'Forgot Password' link, a reset link is sent to your registered email ID, where the same process of setting a unique password is followed.

The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through PL's Online Trading System using the Client's Username and/or Password whether or not such person was authorised to do so.

The Client shall immediately inform PL at customerconnect@plindia.com of any unauthorised use of the Client's Username or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.

The Client acknowledges that he is fully aware of and understands the risks associated with availing of online trading services through internet including the risk of misuse and unauthorised use of his Username and/or Password by a third party and the risk of a person hacking into the Client's account on PL's Online Trading System and unauthorisedly routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or Username and also for any and all acts done by any person through PL's Online Trading Systems on the Client's Username in any manner whatsoever.

Without prejudice to the provisions mentioned herein above, the Client shall immediately notify PL in writing with full details if: he discovers or suspects unauthorised access through his Username, Password or Account, he notices discrepancies that might be attributable to unauthorised access, he forgets his password or he discovers a security flaw in PL's Online Trading System.

Orders

All orders for purchase, sale or other dealings in securities and other instructions routed through the PL's Online Trading System via the Client's Username shall be deemed to have been given by the Client.

The client agrees to provide information relating to customer user identification number, and such other information as may be required while placing orders on the telephone to determine the identity of the client.

The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.

PL may from time to time impose and vary limits on the orders which the Client can place through PL's online trading System (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that PL may need to vary or reduce the limits or impose new limits urgently on the basis of the PL's risk perception and other factors considered relevant by PL, and PL may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that PL shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through PL's Online Trading System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that PL may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities through PL.

Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on PL's Online Trading System, PL shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.

The client agrees PL may impose scrip wise surveillance or such other conditions as to scrip wise limits, etc. The client also understands that PL may impose various surveillances which may differ from client to client on the basis of the PL's risk perception and other factors considered relevant by PL.

In case of a market order, the Client agrees that he will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into PL's Online Trading System.

Trading, settlement and accounts

The client agrees that all orders placed through the website or via telephone shall be forwarded by the system to the Exchange. All orders placed otherwise than through the website or telephone shall be forwarded by the system to Exchange terminals or any other order execution mechanism at the discretion of PL. In the event that the order is placed during the trading hours, it shall be routed to and executed on the market system.

Online confirmation will be sent to the client by electronic mail or SMS or as a notification on the apps after the execution of the order, trade and this shall be deemed to be valid delivery thereof by PL. It shall be the responsibility of the client to review immediately upon receipt, whether delivered to him by electronic mail or any other electronic means all confirmations of order, transactions, or cancellations. It shall be the responsibility of the client to follow up with PL for all such confirmations that are not received by him within a stipulated time.

The client shall bring any errors in any report, confirmation or contract note of executed trades (including execution prices, scripts or quantities) to PL's notice in writing by an electronic mail or fax within twenty-four hours of receipt of the concerned report, confirmation or contract note. Any other discrepancy in the confirmation or account shall be notified by the client to PL in writing via electronic mail or fax within twenty-four hours from the time of receipt of the first notice. In all cases, PL shall have a right to accept or reject the client's objection.

There may be a delay in PL receiving the reports of transaction, status, from the respective exchanges or other persons in respect of or in connection with which PL has entered into contracts or transactions on behalf of the clients. Accordingly, PL may forward to the client late reports in respect of such transactions that were previously unreported to him as been expired, cancelled or executed. The client shall not hold PL responsible for any losses suffered by the client on account of any late reports, statements or any errors in the report / statements computed by or received from any exchange.

The client agrees that if, for any circumstance or for any reason, the markets close before the acceptance of the Order by the Exchange, the order may be rejected. The client agrees further, that PL may reject Orders if the same are rejected by the Exchange for any reason. In case of rejection of an order due to rejection by the Exchange, the client agrees that the order shall remain declined and shall not be processed, in any event.

PL may, at its sole discretion, reject any order placed on the website or in any other manner due to any reason, including but not limited to the non-availability of funds in the trading account of the client, non-availability of securities in the Demat account of the client with a designated depository participant, insufficiency of margin amounts for normal or Margin Trading, suspension of script specific trading activities by or on an Exchange and the applicability of circuit breaker to a scrip in which orders are placed.

The client agrees that, if the order is not accepted on the website for any reason, PL shall have the right to treat the order as having lapsed.

The client is aware that the electronic trading systems either at the Exchange or in the office of PL offices are vulnerable to temporary disruptions, breakdowns or failures. In the event of non-execution of trade orders or trade cancellation due to the happening of such events or vulnerabilities due to failure / disruption / breakdown of system or link, PL shall be entitled to cancel relative request/(s) with the Client and shall not be liable to execute the desired transactions of the client's. In such event, PL does not accept responsibility for any losses incurred / that may be incurred by the Client due to such eventualities which are beyond the control of PL.

PL may at its sole discretion permit execution of orders in respect of securities, irrespective of the amount in the balance of the account of the client.

The client agrees to abide with and be bound by all the rules, regulations and bye laws of the Exchange as are in force pertaining to the transactions on his behalf carried out by PL and the orders placed by him on the website or any other manner.

PL shall not be responsible for any order, that is made by the Client by mistake and every order that is entered by the Client through the use of the allotted user name and the security code(s) shall be deemed to be a valid order for which the Client shall be fully responsible.

Cancellation or modification of an order pursuant to the client's request in that behalf is not guaranteed. The order will be cancelled or modified only if the client's request for cancellation and modification is received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution wherever possible.

The client shall not be entitled to presume an order having been executed, cancelled or modified until a confirmation from PL is received by the client. However, due to technical other factors the confirmation may not be immediately transmitted to or received by the client and such a delay shall not entitle the client to presume that the order has not been executed cancelled or modified unless and until PL has so confirmed in writing.

The pending orders shall be governed as per the exchange systems, after the market is closed for the day.

PL shall issue via email, contract notes in terms of the SEBI (Brokers and Sub-Brokers) Rules and Regulations, 1992, within 24 hours of the execution of the trade. Such a contract note, if issued in physical form shall be dispatched by PL by courier, at the address mentioned in this agreement or at any other address expressly informed to PL by the client. The client agrees that PL to issue the contract note in digital form which shall be sent by way of electronic mail to the address provided by the client. PL shall not be responsible for the non-receipt of the trade confirmation due to any change in the correspondence address of the Client not intimated to PL in writing. Client is aware that it is his responsibility to review the trade confirmations, the contract notes, the bills or statements of account immediately upon their receipt. All such confirmations and statements shall be deemed to have been accepted

as correct if the client does not object in writing to any of the contents of such trade confirmation/intimation within 24 hours to PL.

PL may allow/disallow client from trading in any security or class of securities, or derivatives contracts and impose such conditions including scriptwise conditional trading for trading as it may deem fit from time to time.

Margin

The Client agrees and undertakes to immediately deposit with PL such cash, securities or other acceptable security, which PL may require as margin. The Client agrees that PL shall be entitled to require the Client to deposit with PL a higher margin than that prescribed by the Exchange. PL shall also be entitled to require the Client to keep permanently with PL a margin of a value specified by PL so long as the Client desires to avail of the Online Trading Service of PL.

The Margin will not be interest bearing. PL shall have, at its sole discretion, the irrevocable right to set off a part or whole of the Margin i.e., by the way of appropriating of the relevant amount of cash or by sale or transfer of all or some of the Securities which form part of the Margin, against any dues of the Client or of a member of the group of the Client (for the purposes of these Terms, "Group" shall mean all the individuals, group companies, firms, entities and the persons as specified in the schedule to the Member Client Agreement) in the event of the failure of the Client or a member of the Group of the Client to meet any of their respective obligations under these Terms.

The client agrees and authorises PL to determine the market value of securities placed as margin after applying a haircut that PL may deem appropriate. The client undertakes to monitor the market value of such securities on a continuous basis. The client further undertakes to replenish any shortfall in the value of the margin consequents to a fall in the market value of such securities placed as margin immediately whether or not PL intimates such shortfall.

PL may at its sole discretion prescribe the payment of Margin in the form of cash instead of or in addition to margin in form of securities. The Client accepts to comply with the requirement of PL with regards to payment of Margin in the form of cash immediately.

Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate / close out all or any of the client's positions for non- payment of margins or other amount, outstanding debts, etc., and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities / obligations. Any and all losses and financial charges on account of such liquidation / closing-out shall be charged to and borne by the client.

The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.

The client is also aware that PL is required to deposit sufficient margin with the Exchange to enable all its eligible clients to trade subject to such limits as may be imposed by PL on the basis of PLs' Risk perception and other factors considered relevant by PL. However, there may be circumstances when the deposits made by PL with the Exchange may not be sufficient in times of extreme volatility and trading terminals of PL may get temporarily suspended because of the cumulative effect of non-meeting of obligation by various clients as per this agreement. In these circumstances, no client shall have the right to claim any damages from PL for any loss that they might incur on account of such suspension of trading.

The Client agrees that any securities/cash placed by him/her/it as margin may in turn be placed as margin by PL with the Exchanges or banks or such other institution as PL may deem fit. The Client authorises PL to do all such acts, deeds and things as may be necessary and expedient for placing such securities/cash with the Exchanges/Banks/ Institutions as margin.

Any reference in these terms to sales or transfer of Securities by PL shall be deemed to include sale of the Securities which form part of the Margin maintained by the Client with PL. In exercise of PL's right to sell securities under the Agreement, the Client agrees that the choice of specific securities to be sold shall be solely at the discretion of PL.

Maintenance of trading account

Money pay-in to PL - The Client agrees that all payments due to PL will be made within the specified time and in the event of any delay, PL may refuse, at their discretion, to carry out transactions or closeout the position and the costs/losses if any, thereof shall be borne solely and completely by the client. All payments made to PL shall be from the account of the client and shall not to be from any third party.

Money payout by PL - Notwithstanding anything contained in any other agreement or arrangement, if any, between the parties hereto, the client hereby authorizes PL to release all payments due to him from the trading account maintain with PL, against specific request in this behalf.

Securities pay-in to PL - All delivery to be effected to PL for a trade, must be made within 24 hours from the execution of the sale order or one day before the pay-in date, whichever is earlier. Losses, if any, that may accrue in the event of a default in completing the delivery on the exchange by PL as a result of any delay in the delivery by the client, shall be borne solely and completely by the client. Losses for the purposes of this clause shall include auction debits/ penalty charges, if any incurred as a result of non-delivery of securities on the settlement date on the exchange. No third-party shares will be sold through PL or third party payment should be made to PL and client will be solely responsible for any violation. If the client has sold any securities from the exchange against purchase in previous settlements, such sale shall be at the sole risk as to costs and consequences thereof of the client.

Securities pay-out by PL - PL may directly credit the demat account of the client with the depository participant or maintain the securities account with PL on a running account basis.

Provided that if the order placed by the client through the website or otherwise is for securities which are in the no-delivery period, such securities shall be credited to the trading account of the client only at the time of settlement of trades, as per the schedule of the Exchange. However, if any sum due from the client, PL may withhold the credit of securities to the demat account of the client. However, the client authorizes PL to withhold the securities to meet liabilities of client to PL under this agreement.

PL is entitled to consider any sum or money or security lying to the credit of the client as margin received.

Representations and warranties

The Client hereby warrants that he is capable of executing the present agreement and that the terms of the present are not in contravention of any rights of any party with whom such client has any agreements, at any time prior to the execution of this agreement.

He agrees to provide and continue to provide all details about themselves as may be required by PL, including but not restricted to PAN Number or Unique Identification Number (issued by SEBI) , and states all details and facts represented to PL are true.

The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc., which are susceptible to interruptions and dislocations; and the Online Trading Service of PL may at any time be unavailable without further notice. PL and the Exchange do not make any representation or warranty that the Online Trading Service of PL will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or PL on account of any suspension, interruption, non-availability or malfunctioning of the Online Trading System or Service of PL or the Exchange's service or systems for any reason whatsoever.

PL states that it has complied with and will continuously comply and if not proposes to comply with all statutory and regulatory directions to offer the Internet Trading services through the website PL.com and for dealing in cash and derivatives segment of the exchange.

The Client warrants that all or any of the securities deposited by him with PL in respect of margin requirements or otherwise, are owned by him and the title thereof is clear and free of encumbrances.

The Client/s agree to indemnify and hold PL harmless against any loss that may be suffered by it, its customers or a third party or any claim or action that may be initiated by a third party which is in any way the result of improper use of user ID and password by the Client/s.

The Client hereby confirms and warrants that the Client authorises PL to take all such steps on the Client's behalf as may be required for provisions or to complete or settle any transactions entered into through or with PL or executed by PL on behalf of the Client. However, nothing herein shall oblige PL to take such steps.

Fees and brokerage

The Client agrees to pay PL any brokerage, commission, fees, service tax and other taxes and transaction charges as agreed upon and due from time to time, as applied to such Client's account, transactions, and trading ledger by PL, for the services that the Client receives from PL.

All fees, brokerage, and charges on PL's platform are subject to change from time to time, subject to complying with rules prescribed by the Exchanges and SEBI, at PL's discretion, with due notification to the Client. Each time there is any change with respect to fees, charges, and brokerage, PL would notify all Clients by an email and/or SMS to their registered email ID and contact number with all details, along with the date of such changes being effective.

An updated schedule of charges, brokerage, fees, towards applicable services provided by PL along with taxes and other mandatory transaction charges is made available in PL website, www.plclients.co.in in the clients personalised login.

Investment or any other advice

The Client agrees that none of the services available on the website shall amount to investment advice on the part of PL.

The Client agrees that in the event of PL or any employee or official of PL, providing any information, recommendation or advice to the client, the client may act upon the same at the sole risk and cost of the client, and PL shall not be liable or responsible for the same.

PL, and its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the client.

Miscellaneous

PL does not warrant that the service will be uninterrupted or error-free. The service is provided in an "as is" and "as available" basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose. The client agrees that PL shall not be held responsible for delays in transmission of orders due to breakdown of the system or failure of communication facilities either due to the fault of the systems of PL or of the Exchanges or otherwise or for any other delay beyond the reasonable control of PL due to a breakdown or failure of communication facilities or for any other delay beyond the reasonable control of PL.

All modification to this Agreement shall be made solely at the discretion of PL and shall be intimated to the client by a suitable modification to the terms and conditions or other applicable section on the website or in any other manner.

Indemnity

In the event of death or insolvency of the client, winding up or liquidation, or their otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, PL may close out the transaction of the client and the client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result there-from.

The client is aware that authentication technologies and strict securities measures are required for internet trading through order routed system and undertake to ensure that the password of the client and /or their authorized representatives are not revealed to any third party. The client also agrees to indemnify PL from any loss, injury, claim or any action instituted against PL arising from the misuse of the password by any party.

Force majeure

PL shall not be responsible for delay or default in the performance of their obligations due to contingencies beyond their control, such as (including but not limited to) losses caused directly or indirectly by exchange or market rulings, suspension of trading, fire, flood, civil commotion, earthquake, war, strikes, failure of the systems, failure of the internet links or government / regulatory action.

Severance

In the event of any one or more of the provisions contained in this Agreement becoming invalid, illegal or unenforceable in any respect under any law for the time being in force, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be prejudiced or affected thereto.

Refund & cancellation policy

The Refund & Cancellation policy for all payments made towards account opening or any other services using any mode of payment shall stand as under:

- The Fees paid towards account opening charges for enabling equities and commodities, or any other services is non-refundable.
- Pick up of required documents related to the account opening procedure is subject to availability of our representatives, given at any particular time and location.

Note: The completion of the refund procedure is subject to agencies such as banks, payment gateways.

Notice

All notices, correspondences or communications issued under this agreement shall be served in any one or more of the following modes of communications and such notice or communication shall be served at the ordinary place of residence and/or last known web address / residing address and / or at the ordinary business address of the party to this agreement such as -

- By hand
- Delivery by post
- By registered post
- Under certificate of posting
- By email or fax
- By affixing it on the door at the last known business or residential address.
- By oral communication to the party or on the last known telephone number or on the recording machine of such number.
- By advertising in at least one prominent daily newspaper having circulation in the area where the last known business or residential address of the party is situated.
- By notice posted on the notice board of the Exchange if no address is known. Any communication sent by PL to the Client shall be deemed to have been properly delivered or served, if such communication is returned on PL as unclaimed / refused / undelivered, if the same was sent in any one more of the above modes of communication to the ordinary place of residence and / or last known web address / residing address and / or at the ordinary business address of the party to this agreement.