

**PART A: TERMS AND CONDITIONS OF
SYSTEMATIX SHARES AND STOCKS (INDIA) LIMITED {"SSSIL"}
FOR MARGIN TRADING FACILITY - OPTIONAL**

DEFINITIONS

In these terms and conditions, unless indicated otherwise, specific words and phrases have the meaning as stated hereunder and the client confirms having read and understood these words and phrases.

1. "Client" shall mean any person who has accepted the Rights and Obligations for Margin Trading Facility and executed Demat Debit and Pledge Instruction (DDPI) or Power of Attorney in favour of SSSIL and has an existing and valid Account with SSSIL.
2. "Available Margin", shall mean, Positions marked in the MTF, margin calculated by multiplying the Current Market Price (CMP) of the security with the position quantity. In the intraday MTM process, Available Margin is compared with the Minimum Margin amount and additional Margin requirement is arrived at.
3. "Add Margin" shall mean the option provided to the client to allocate additional margin to his existing open positions under the Facility.
4. "Additional Margin" shall mean the incremental margin required to safeguard Margin Trading positions from being squared off .
5. "Auto Square Off" shall mean, the act by which SSSIL shall, after the stipulated time and at its discretion square off all such Pending for delivery positions for which the client has failed to, within the stipulated time, meet his contractual obligation and the incidental charges thereof or for which the Convert to Delivery option has not been exercised.
6. "Broker Square off" is a separate product provided by SSSIL which marks (either at the time of order placement or during such time as permitted by SSSIL after the trade execution) a transaction on T Day. Under this product, with respect to the specified positions that are open after the time specified on the T day, the client authorizes SSSIL to square off or to do a CTD (depending on the availability of the requisite funds) of such positions, at its discretion, at any time thereafter.
7. "Convert to Delivery Function (CTD)" shall mean an option provided under the facility, on availability of necessary funds, to convert an outstanding MTF Position with SSSIL into a delivery transaction, resulting into the Client taking delivery of securities.
8. "Fresh Margin Trading Position" shall mean the position created on execution of a Fresh Order under the Facility.
9. "Fresh order" shall mean an order placed by the client by which a Fresh MTF Position is taken under the Facility.
10. "Initial margin" shall mean the amount of margin (either in the form of cash or eligible securities) required by SSSIL to be deposited with it by the Client before undertaking Transactions in MTF.
11. "Intraday Mark to Market (MTM) process" (also referred to as Mark to Market) shall mean, the act by which, at any time prior to the stipulated time for Auto Square off, SSSIL shall identify all such MTF positions (positions taken in the current settlement as well as Pending For Delivery positions) for which the Available margin is below the Minimum Margin and take steps as mentioned in these Terms and conditions, for collecting the required additional margin or squaring off such positions.
12. "Limit" shall mean the unutilized amount, primarily arising from the funds / securities allocated or furnished, available with the Client to submit as Margin for future positions that the Client proposes to take or for allocating it towards additional margin requirements on existing positions.
13. "Margin" shall mean the security offered/provided by the Client, whether in form of cash or securities as may be acceptable to SSSIL for due settlement of all the obligations of the Client arising out of or in connection with the Transactions.
14. "Margin Trading Facility (MTF)" shall mean the option under the facility to mark a buy transaction (either at the time of order placement or after such time as permitted by SSSIL after the trade execution) as a transaction which the client intends to maintain beyond the current settlement by

providing the necessary margins as prescribed by SSSIL from time to time and settle later by either squaring off the positions or taking delivery of securities by making the outstanding payment within the prescribed time, if any.

15. "Margin Trading positions" shall mean positions taken under this facility.
16. "Minimum Margin" shall mean the margin amount, as may be prescribed by SSSIL from time to time, that the Client is required to necessarily maintain with SSSIL to safeguard his position under the facility from being squared off, by SSSIL in the Intraday Mark to Market process.
17. "Pending For Delivery Positions", shall mean, such MTF position taken in earlier settlements by Client for which Client is required to either bring in money to take delivery or square off such positions within the stipulated time, if any.
18. "Approved Securities" shall mean the equity shares/stocks of the companies in respect of which SSSIL is offering the Facility.
19. "Transactions" is conduct of trading in the MTF product by the client through SSSIL.
20. "Website" shall mean the website at the URL <https://www.systematixgroup.in>, Mobile App, and other trading front ends maintained by SSSIL from time to time to offer on-line investment and trading in various financial products to the Clients, through different media including but not limited to the Internet, CallINTrade, Mobile,.

PRODUCT FEATURES

1. Margin Trading Facility hereinafter referred to as "MARGIN TRADING or "MTF", is a facility offered by SSSIL which allows the Client to take positions by providing prescribed margin and the balance amount is funded by SSSIL to meet the pay-in obligation of the Client, Client can later take delivery either by making the necessary funds settlement or square up such positions. The client agrees that any fresh position under MTF shall be allowed to be created only when client has provided Initial Margin required for such position in such form as specified by SSSIL. The balance obligation would be funded by SSSIL and will be paid to the stock exchange for meeting the client's pay-in obligation. Client then needs to ensure that the available margin is always above the Minimum Margin specified by SSSIL to avoid squaring off the positions.
2. The client acknowledges and agrees that the positions will be permitted to be continued upon fulfillment of the necessary Margin requirements as specified by SSSIL for the particular scrip from time to time. The Client understands and agrees that although presently there is no maximum time limit prescribed by SSSIL for keeping the positions open, SSSIL reserves the right at its sole discretion to stipulate/establish a maximum time within which Client will have to take the delivery thereof.
3. With respect to every Pending For Delivery position, the Client shall have the following options under the Margin Trading facility:
 - a. Make additions to the margin amount on a position anytime prior to the trigger of the AUTO SQUARE OFF process till the position(s) is/are permitted to be kept open by SSSIL
 - b. Exercise the option of Convert to Delivery (subject to availability of funds to meet the contractual obligations for the position) anytime till the position(s) is/are permitted to be kept open by SSSIL
4. The client agrees that, securities purchased by the client shall be pledged by SSSIL in its Demat account until the client fulfills the contractual obligation for the respective BUY transaction in which the securities are bought. On settlement of the contractual obligations, the securities will be delivered to the linked Demat account of the client.
5. If the client fails to make the necessary Funds PAY in by the stipulated time (if any), the securities will be sold by SSSIL, at its discretion, in the subsequent settlement(s) for the purpose of settling the outstanding amount.
6. The client acknowledges and agrees that there can be a short delivery of securities from the Exchange for the Pending for Delivery transaction. For such transactions, the Exchange may either facilitate the delivery of shares through market auction or shall closeout the buy transactions in accordance with

Exchange Regulations. The client agrees that All costs and consequences, if any, arising out of such auction or close out shall be fully borne by the client, and SSSIL shall not be held liable for any such short delivery received by the client and the consequential impact thereof.

7. The client agrees that SSSIL may at its sole discretion, and in accordance with its risk management policy, disable certain securities and square off all open positions in such scrip which are not converted to delivery, irrespective of margin availability, due to corporate actions such as stock split, issue of bonus shares, mergers or similar events. Client further agrees that SSSIL shall not be held liable for any losses or consequences arising out of such disablement or squaring off of security.
8. The Client confirms that they are aware of the charges and other statutory levies as are prevailing and as they apply to the facility. The client acknowledges that this schedule of charges is subject to change at the discretion of SSSIL and that statutory levies may also change from time to time and client agrees and accepts to comply by these charges.
9. The client agrees that he/she shall be liable to pay Interest rate as may be decided from time to time by SSSIL on all outstanding payment beyond the due date (i.e. pay-in date) by the client to SSSIL.
10. The Client understands that under MTF, Client would not be able to take further positions and/or existing positions may be squared off by SSSIL at its discretion on occurrence of any of the following events :
 - a. If at any point of time total exposure across all stocks of all the Clients of SSSIL taken together under this facility exceeds the SEBI / Stock Exchange prescribed maximum allowable exposure limit specified for a stock broker. Client agrees that SSSIL may set this limit at its discretion which can be lower than the limits prescribed by SEBI as part of its risk management process.
 - b. If the Client exceeds or is about to exceed the maximum allowable exposure for a single Client. Client understands that SEBI has prescribed a maximum limit for allowing exposure to a single Client. Client agrees that SSSIL may set this single Client exposure limit at its discretion which can be lower than the limits prescribed by SEBI as part of its risk management process.
 - c. If the total exposure in a particular stock of all the Clients of SSSIL taken together under this facility reaches the maximum allowable limit for that stock as defined by SSSIL.
 - d. If the exposure in a particular stock by a single Client under this facility reaches the maximum allowable limit for that stock for a single Client as defined by SSSIL.
 - e. If the stock moves out from the list of eligible stocks under MTF and becomes ineligible for offering under MTF.
 - f. If at any given point of time available margin falls below 25% then position shall be squared off immediately without further intimation.
 - g. Any other circumstances due to change in regulatory requirements from time to time or risk management process due to changing market conditions.
11. The client understands that SSSIL shall be reporting to stock exchanges on a daily basis the details of client's funded positions/collateral stocks and such other details as may be required by stock exchanges from time to time.
12. The client understands that client is required to disclose whether he is a promoter or forming of the promoter group of the stock in which he has taken an MTF position or given as collateral which is required for daily reporting to stock exchanges.

RISK MANAGMENT

1. The Client understands that regulators have prescribed stocks which are eligible to be offered in MTF. Hence, MTF shall not be offered in all the stocks traded on Stock Exchanges.
2. The client acknowledges and agrees that SSSIL shall have the discretion to select securities that will be enabled for trading under the Facility as per its internal risk management policy and the number of

stocks enabled for trading under MTF by SSSIL can be smaller than the number of stocks allowed by regulators.

3. The client acknowledges and agrees that SSSIL may require the client to provide such margin (in such form and manner as acceptable to SSSIL depending on the security and market volatility as it deems fit in its sole discretion as necessary for risk mitigation. This margin requirement may be more than the margin prescribed by SEBI/ stock exchanges. Margin may be taken in cash, Cash equivalent or eligible shares as may be acceptable to SSSIL. In the event the client offers securities as margin to SSSIL, then the Terms and conditions as mentioned under "MARGIN SECURITIES" elsewhere in this Terms and conditions shall apply.
4. The Client acknowledges and agrees that SSSIL may at its sole discretion, change the margin requirement on the Transactions, in which the Client has taken or proposes to take positions depending on its own risk mitigation measures and without intimating or consulting the client. Due to increased volatility in the prices, the margin requirement may be increased and in such event the Client undertakes to allocate additional funds/securities to continue with the open position. If such Margin requirement is not met, the position may come in MTM loop and may be squared off by SSSIL due to insufficient Margin.
5. The Client undertakes to maintain sufficient Limit in the Equity segment to safeguard the open position from being squared off or pending orders being cancelled.
6. The Client acknowledges and agrees that under the Facility, Margin shall be blocked at the time of order placement after taking into account the current market price / weighted average price. For market orders, margin shall be blocked considering the order price as the last traded price of the security. In the event the actual trade execution takes place at a price different from the price at which the Margin was blocked, the required Margin would then be re-calculated and the limits would be blocked at the actual Traded Price. In case of order modification also, the required Margin shall be re-calculated and excess margin, if any, shall be released or additional margin needed, if any, will be blocked. In case the available Margin with SSSIL is insufficient, then the order modification request would get rejected.
7. The Client understands that the Client's positions are continuously monitored and the Client agrees to provide Margin (including additional Margin) as may be determined by SSSIL from time to time.
8. The Client understands that securities enabled under the facility are continuously tracked and if, during the day, the last traded price for any security moves above or below its previous trading day closing price at such percentage as may be prescribed by SSSIL from time to time, the security will be disabled from further trading in MTF for that day. If, during the day, a security is in negative compared with the previous trading day closing price then, for that security, all pending MTF orders will be cancelled and all MTF open positions will be squared off at market price.
9. The Client understands that the Intraday MTM process will be run on a daily basis at discretion of SSSIL, prior to the stipulated time (if any) for the AUTO SQUARE off process.
10. In the Intra-day MTM process, if it is observed that the Available Margin on the position has fallen below the Minimum Margin required, SSSIL would block additional Margin required from the Limits available. In case Limits are not sufficient to meet the additional Margin requirements then SSSIL may place a square off order at market rate to close the position. However, before placing the square off order all pending orders in MTF in that security maybe cancelled by SSSIL. If the available Limit is not sufficient to meet the demand for additional Margin, SSSIL may close out the open position taken by the Client and the Client shall be solely responsible for any losses arising on account of the same. It shall be the responsibility of the Client to regularly monitor and review the Margin availability and furnish the additional Margin to SSSIL.
11. The Client acknowledges and agrees that the Mark to Market (MTM) process run by SSSIL to call for additional margin on Client positions shall be considered as margin call given to the client.
12. The Clients are bound to monitor and review their open positions and margin requirements all the times and furnish the additional margin to SSSIL.

13. SSSIL reserves the right to close out the open position at any time in case the Client does not satisfy the additional Margin requirements and does not maintain sufficient margin as required by SSSIL. Client agrees that the client's position shall be liquidated if there is failed to make up the margin shortfall and M to M, SSSIL shall not wait further for liquidation of positions. Client agrees that the mode of communication to clients pertaining to order/trade confirmation, margin requirements/shortfall and liquidation of stocks will be through electronic, Phone or SMS.
14. Due to MTM and blocking of Additional Margin, Limits may become lesser over a period of time and because of the same, positions may fall in the MTM loop and may get squared off unless the Client provides fresh funds.
15. The Client hereby undertakes to allocate additional Margin voluntarily, on any open position and make available sufficient Margin against the position to avoid square off of the position by SSSIL.
16. The client understands that Stocks bought under the MTF shall be marked to market on daily basis and collateral stocks shall be revalued frequently. Further, client agrees that no exposure shall be given on increased value of stock funded by SSSIL.
17. The client understands that additional Margin can be added to an open position by using the "Add Margin" option under the facility.
18. The client understands that if he fails to provide the necessary amount for meeting the Additional Margin requirement for Pending For Delivery positions during the period it is being carried forward or the Payin amount needed to enable delivery of securities within the stipulated time, SSSIL would have the discretion to square off the open position.
19. The Client agrees that SSSIL would have the discretion to square off, without giving any notice, the client's position and cancelling pending orders under the facility in following circumstances:
 - a. If the Available Margin in any security has fallen below the Minimum Margin and the Client has not taken any steps either to replenish the margin or square up the open position. The MTM process run by SSSIL to call for additional margin shall be considered as margin call given to the client.
 - b. All positions under the MTF in a particular security, if the last traded price for that security moves by a particular percentage as maybe specified by SSSIL from time to time, below its previous trading day closing price.
 - c. All positions under the MTF in a particular security, if such security is shifted from a higher price band/ no price band category to a lower price band category or is shifted from Normal to Trade to Trade (i.e under compulsory delivery) category as maybe specified by SSSIL from time to time.
 - d. All other cases where the margin or security placed by the Client falls short of the requirement or where the limits given to the Client has been breached or where the Client has defaulted on his existing obligation.
 - e. SEBI/ Stock Exchanges have specified category of securities which are eligible to be accepted as collateral towards MTF by the stock broker. The client agrees that if specific stock given by the client towards collateral moves out of the eligible list of securities, then open positions of the client may fall under MTM loop due to shortage of margin and positions may get squared off if sufficient additional margin is not replenished by the client. Client agrees that SSSIL reserves the right to decide the securities which it may accept as margin from clients.
 - f. If the stock moves out from the list of eligible stocks under MTF and becomes ineligible for offering under MTF as per SEBI defined norms.
 - g. If at any given point of time available margin falls below 20% then position shall be squared off immediately without further intimation.
20. Client agrees that although the auto square off trigger point is pre-defined, subsequent to which SSSIL could exercise its discretion to carry out the square off within a reasonable period of time, the actual execution could happen at a price different from the trigger point and the Client agree to bear the loss based on actual executed price. Systematix Shares And Stocks (India) Limited shall also have the right to cancel any or all open orders and/or close any or all outstanding positions. Client understands that in

case the AUTO SQUARE OFF does not take place due to any reason whatsoever, Systematix Shares And Stocks (India) Limited shall, at its discretion, exercise the option of CTD (Convert to Delivery).

21. If CTD also fails due to non-availability/shortage of funds then for the open MTF position, the shares will not be delivered to the Client and SSSIL will liquidate the shares anytime. Consequently, the Client will be responsible for any resulting losses, brokerage and all associated costs including penalty levied by the Exchange.

EOD MTM PROCESS

The Client understands that the End of Day Mark to Market (EOD MTM) Process will be run on a daily basis for all Pending for Delivery positions. The process will be run security-wise for each client, in which all Pending for Delivery positions of the client in various settlements will be cumulated and considered as a single unit for further processing in the EOD MTM activity. Under the process, the system will compare the security-wise cumulative Available Margin against the cumulative Minimum Margin requirement for the Pending for Delivery positions in that security. If the security-wise Cumulative Available Margin is less than the security-wise Cumulative Minimum Margin required across all the positions in that security, additional margin requirement will be calculated for such security.

CALLS FOR ADDITIONAL COLLATERAL AND LIQUIDATION

If it is considered necessary for its own protection, SSSIL may require the Client/s to immediately deposit cash or collateral into their account prior to any applicable settlement date in order to assure due performance of their open contractual commitments. If Client/s do not provide the additional cash or collateral, Client/s hereby understand and acknowledge that SSSIL has the right to sell any or all securities in their account, cancel any or all open orders and/or close any or all outstanding contracts. In addition, Client/s understand and agree that SSSIL may exercise any or all of the above rights without demand for additional cash or collateral, or notice of sale or purchase, or other notice or advertisement. Any such sales or purchases may be made at any time at SSSIL 's discretion on any exchange or other market where such business is usually transacted, or at public auction or private sale, or SSSIL may be the purchaser/seller for its own account.

OTHER RIGHTS OF SYSTEMATIX SHARES AND STOCKS (INDIA) LIMITED UNDER THE FACILITY

1. SSSIL, at its sole discretion, reserves the right to either temporarily 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 Clients. In case of a temporary withdrawal, the privileges may be reinstated by SSSIL at its sole discretion.
2. SSSIL shall decide upon the list of Securities in which the Clients would be permitted to take Fresh Margin Trading Positions under the Facility. This list of Securities would be provided to the Client. Such list of Securities would be subject to change by SSSIL from time to time. SSSIL 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.
3. SSSIL shall decide upon the Security specific Margin applicable for taking Fresh Margin Trading Positions in various Securities under the Facility. SSSIL reserves the right to alter the Security specific Margin applicable for a Security without notice to the Client and without assigning any reasons whatsoever. Client understands that SSSIL may impose margins higher than the margin requirements prescribed by SEBI/Stock Exchanges.
4. No delay in exercising or omission to exercise any right, power or remedy accruing to SSSIL upon any default by the Client or otherwise under these Right and Obligations document or
5. the Client Agreement shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of SSSIL in respect of any

default or any acquiescence by it in any default, affect or impair any right, power or remedy of SSSIL in respect of any other default. The rights of SSSIL under these Terms and Conditions and the Client Agreement are cumulative and not exclusive of their rights under the general law and may be waived only in writing and specifically and at the sole discretion of SSSIL

6. Client agrees that in case of any disagreement or dispute pertaining to transactions done under MTF, client shall lodge the complaint with SSSIL within 30 days of execution of the disputed transaction or such other time as maybe specified by SSSIL from time to time.

CLIENT AUTHORISATIONS AND INDEMNITIES

1. The Client agrees and undertakes to provide SSSIL with all the documents and particulars, which may be required by SSSIL, pursuant to the Client availing of this Facility.
2. The use of this facility is entirely voluntary and the facility has to be used in accordance with the applicable rules/ regulations/ guidelines specified by the Securities and Exchange Board of India and other competent authorities from time to time. SSSIL disclaims all liability for any loss caused to the Client out of the purchase or sale of securities through use of this facility.
3. The Client hereby directs and authorizes SSSIL as the Depository Participant to act on the directions given by SSSIL pursuant to the terms and conditions mentioned herein, power of attorney , DDPI and Client Agreement executed by the Client in favour of/with SSSIL.
4. The Client hereby agrees and undertakes not to hold SSSIL (Depository Participant) liable for any claim, action, grievance or dispute that the Client may suffer and shall indemnify and save harmless SSSIL (Depository Participant) from any claim, action, dispute or grievance that any third party may have, on account of SSSIL (Depository Participant) having acted in pursuance of the directions and/or authorizations of the Client and/or SSSIL.
5. Under no circumstances shall SSSIL be liable to the Client for indirect, incidental, consequential, special or exemplary damages arising from or in connection with the Facility provided to the Client, even if SSSIL anticipated profits or lost business.
6. The Client agrees and understands that the client shall, at all times, be responsible for the client's investment decisions and/or orders placed, or applications preferred by the Client, either electronically or otherwise. SSSIL shall not be deemed to have received any electronically transmitted order or application until SSSIL has confirmed the receipt of such an order or application. The client further understands that trading through <https://www.systematixgroup.in> or other trading platforms provided by SSSIL is in electronic mode, based on satellite/leased line based communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond control and may result in delay in processing or not processing buy or sell orders either in part or in full. The client understands and agrees that although these problems may be temporary in nature, in case when the client has outstanding open positions or unexecuted orders, these represent a risk because of the client's obligations to settle all executed transactions.
7. The Client understands that placing an order with SSSIL, either electronically or otherwise, does not guarantee execution of the said order or acceptance of an application. The Client shall not hold, nor seek to hold, SSSIL and/or any of its officers, directors, employees, agents, subsidiaries or affiliates, liable for any loss including but not limited to trading losses incurred by the Client due to exchange or market regulation, suspension of trading, war, strike, equipment failure, communication line failure, system failure, security failure on the Internet, unauthorized access, theft, or any problem, technological or otherwise, or other condition beyond the control of SSSIL that might prevent the Client from entering an order or SSSIL , from executing an order.

MARGIN SECURITIES

1. The SSSIL may require the Client to maintain or cause to maintain with the SSSIL at all times a margin of such percentage as stipulated in the Schedule(s) of Terms consisting of Securities acceptable to the SSSIL. The computation of the value of the securities shall be based on the "Closing market Price". The SSSIL may calculate the Margin in respect of each Margin Trading Facility separately or collectively, in respect of the loan.
2. The Margin Securities would constitute the security towards due performance of the Client's obligations, commitments, operations, obligations and liabilities arising out of or incidental to any Transactions made, executed, undertaken, carried out or entered into by the Client.
3. The Client undertakes that the Margin Securities shall be owned by the Client and shall be free of any charge, lien or other encumbrances at the time of offering the same towards margin SSSIL. The client understands that SSSIL shall apply applicable haircut on the value of margin securities for giving exposure limits.
4. The client understands that securities provided as margin can be withdrawn by the client only to the extent of free limits available in trading account.
5. SEBI/ Stock Exchanges have specified category of securities which are eligible to be accepted as collateral towards MTF by the stock broker. The client agrees that if specific stock given by the client towards collateral moves out of the eligible list of securities, then the limit given against such stock shall be withdrawn by SSSIL immediately. In view of the same, MTF open positions of the client may fall under MTM loop due to shortage of margin and positions may get squared off if sufficient additional margin is not replenished by the client. Client agrees that SSSIL reserves the right to decide the securities which it may accept as margin from clients.
6. The Client agrees that the Client shall furnish additional Margin Securities as may be required by SSSIL from time to time. Collateral stocks shall be either blocked/pledged by SSSIL in client's demat a/c or will be debited from client's demat a/c to be held by SSSIL as per its discretion. Stocks bought under MTF and not paid for by the client too shall be held by SSSIL as a security towards outstanding payment. The collateral stocks and funded stocks shall be released by SSSIL only when the client has cleared all the outstanding dues payable to SSSIL.
7. The Client agrees that the Client shall not, without SSSIL prior written permission, create any charge, lien or encumbrance of any kind over the Margin Securities offered to SSSIL and further that, the Client shall not do or allow anything to be done that may prejudice the interest of SSSIL in respect of the Margin Securities while the Client remains liable to SSSIL, in any manner whatsoever, without the prior written permission of SSSIL.

RIGHT OF IMMEDIATE SALE: Notwithstanding anything contained herein, if the value of the margin falls to the percentage below 20%, notwithstanding any notice given for making up the Margin, the SSSIL is hereby at their sole discretion empowered immediately and without reference to the Client to dispose of the Securities by sale or otherwise and proceeds towards liquidation of Margin Trading Facility Balance or the outstanding Balance or part thereof, as the case may be. In the event that the SSSIL is unable to dispose of the Securities by sale on the stock exchange for any reason, the SSSIL may dispose of the Securities by way of an "off market transaction (disposal through a sale) and all the costs incurred by the SSSIL for such transaction shall be reimbursed by the Client.

SALE OF SECURITIES: Notwithstanding anything contained in this Agreement, if during the tenure of the Loan, the SSSIL in its sole opinion is of the view that the value of the Securities are fast eroding or are likely to erode or situations or circumstances have arisen or are likely to arise which may jeopardize its interest and expose it or are likely to expose it to any financial loss or damage, the SSSIL shall demand repayment of the outstanding Balance and / or without any notice to the Client, have the right and authority to sell/dispose the Securities,

whether pledged or otherwise, in any manner as it deems fit and receive the sale proceeds and appropriate the same towards the outstanding Balance. The Client hereby irrevocable authorizes the SSSIL in such case, to take all acts as contemplated here in above. The Client acknowledges and agrees that the right to sell Securities contained in herein is reasonable and necessary to protect the interest of the SSSIL in respect of repayment of the Loan Balance having regard to the inherent risk associated with the Securities and their market prices. Any action taken by the SSSIL to safeguard the interest of SSSIL, shall not be challenged by the Client, and the SSSIL shall not be liable to the Client for any loss or damage which may be caused to the Client as a result. For any part of the outstanding Balance, which remains outstanding, the Client shall continue to be liable to the SSSIL.

EVENTS OF DEFAULT AND TERMINATION:

Each of the following events is, and shall be deemed to constitute, on "Event of Default":-

- a) If the Client defaults in the payment of any instrument of the Margin Trading Facility, any installment of interest or any expense or charges as and when they become payable;
- b) If the Client is called upon to make good the Margin and it fails to do so within the specified period;
- c) If the Client is unable to pay its debts or has admitted in writing its inability to pay its debts, as and when they become payable; or suffer any adverse material change in his/her/its financial position or defaults in any other agreement with the SSSIL.
- d) If the client dies or becomes lunatic or of unsound mind or is disabled.
- e) If there is any commencement of legal process against the Client under any criminal law in force.
- f) If any covenant or warranty of the client is incorrect or untrue statement in any material respect.

POWER OF ATTORNEY/DDPI

The Client agrees and acknowledges that pursuant to the Power of Attorney/DDPI executed by the Client in favour of SSSIL, SSSIL shall be entitled to submit necessary documents on behalf of the Client to SSSIL, acting as the Depository Participant, for enabling the Depository to block the securities or mark a pledge in favour of SSSIL in respect of the Margin Securities and also submit further documents on behalf of the Client to request the Depository to remove the pledge/block created with respect of the Margin Securities. SSSIL shall also be entitled to give such instructions to SSSIL acting as the Depository Participant to block/mark a lien on the Margin Securities offered by the Client and upon such instructions, the Client shall not be able to deal or trade in such Margin Securities without consent of SSSIL.

ENFORCEMENT OF SECURITY

1. If in the opinion of SSSIL, the Client has failed to perform and/or failed to fulfill any of its engagements, commitments, operations, obligations or liabilities as a Client of SSSIL including for any sums being due by him to SSSIL or to any other party arising out of or incidental to any Transactions made, executed, undertaken, carried out or entered into by it or in terms of regulations, laws, rules governing SSSIL or the Client in this behalf, then the Client agrees SSSIL without giving any notice to the Client except through the margin call process as mentioned in these terms in relevant sections, shall be empowered/entitled to invoke pledge, sell, dispose of the Margin Securities in such manner and subject to such terms and conditions as it may deem fit and that the money realized, if any, from such sale/disposal subject to dues payable to SSSIL remitted for such sale/ disposal shall be utilized/disbursed by SSSIL in such manner and subject to terms and conditions as it may deem fit. Further, the Client shall do all such things, deeds, acts and execute all such documents as are necessary to enable SSSIL to effect such sale/disposal. All decisions by SSSIL in respect of the obligations or

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liabilities or commitments of the Client and the amount claimed in respect thereof shall be binding on the Client.

2. The Client agrees that SSSIL shall not be under any liability whatsoever to the Client or any other person for any loss, damage, expenses, costs etc, either actual or notional, consequent to such sale/disposal. If the total amounts realized from such sale/disposal is insufficient to fulfill the Client's engagements, commitments, operations, obligations or liabilities in entirety, the Client shall, forthwith and without demur, upon being requested by SSSIL, furnish the balance amount together with interest at such rate as decided by SSSIL and for costs and expenses from time to time. SSSIL shall also have the right to sell/dispose any other securities of the Client, at the cost of the Client and without intimation to the Client.
3. The Margin Securities shall be at the disposal of SSSIL and remain available in respect of the obligations, liabilities or commitments of the Client and may be utilized with the discretion of SSSIL.
4. The Client agrees that SSSIL shall be entitled to sell, pledge, block / unblock, deal with the Margin Securities to any third party, including the Clearing Corporation/House of the respective exchanges (if acceptable by exchanges) and declare to the third party that all the Margin Securities are being provided to such parties as securities being the unencumbered, absolute and disposable property of SSSIL and free from any prior charge, lien or encumbrance, and to execute any other necessary documents, wherever applicable or other endorsements for this purpose. SSSIL shall be entitled to receive from the Client all costs, charges, expenses incurred by SSSIL for the aforesaid purposes as well as any consent, ratification or the like which shall not be withheld or delayed for any reason and in case of failure of which SSSIL is hereby permitted and authorized to provide the same for and on behalf of the Client.
5. Further that it is hereby agreed that benefits such as dividends, bonus, redemption benefits, interest accruing on the Margin Securities during the period except post invocation of the pledge in favour of SSSIL or selling or disposing of the Margin Securities above shall accrue to the Client and the Client shall be entitled to receive the same from SSSIL.
6. The Client agrees that the Margin Securities shall continue to be available to SSSIL under the facility and the same shall not be affected in any manner whatsoever by any action by SSSIL against the Client including suspension or termination of any of the Account with SSSIL or of the facility.

I/ We confirm having read and understood the above terms and Rights and Obligations.

I/We confirm to be bound by the above terms.

Client Name

Code

Handwritten consent to be given " I/We give consent to avail MTF facility "

Write here the above

Sign and Seal



PART B: RIGHTS AND OBLIGATIONS – MANDATORY CLAUSES OF NSE

CLIENT RIGHTS

1. Client shall receive all communications in a mode mutually agreed between the broker and the client regarding confirmation of orders/trades, margin calls, decision to liquidate the position / security.
2. Client shall be free to take the delivery of the securities at any time by repaying the amounts that was paid by the Stock Broker to the Exchange towards securities after paying all dues.
3. Client has a right to change the securities collateral offered for Margin Trading Facility at any time so long as the securities so offered are approved for margin trading facility.
4. Client may close / terminate the Margin Trading Account at any time after paying the dues.

CLIENT OBLIGATIONS

1. Client shall, in writing in his own hand or in any irrefutable electronic method, agree to avail of Margin Trading Facility in accordance with the terms and conditions of Margin Trading Facility offered by the broker, method of communication for confirmation of orders/trades, margin calls and calls for liquidation of collateral/security/position.
2. Client shall inform the broker of its intent to shift the identified transaction under Margin Trading Facility within the time lines specified by the broker failing which the transaction will be treated under the normal trading facility
3. Client shall place the margin amounts as the Stock Broker may specify to the client from time to time.
4. On receipt of 'margin call', the client shall make good such deficiency in the amount of margin placed with the Stock Broker within such time as the Stock Broker may specify.
5. By agreeing to avail Margin Trading Facility with the broker, client is deemed to have authorized the broker to retain and/or pledge the securities provided as collateral or purchased under the Margin Trading Facility till the amount due in respect of the said transaction including the dues to the broker is paid in full by the client.
6. Client shall lodge protest or disagreement with any transaction done under the margin trading facility within the timelines as may be agreed between the client and broker.

STOCK BROKER RIGHTS

1. Stock Broker and client may agree between themselves the terms and condition including commercial terms if any before commencement of MTF.
2. Stock broker may set up its own risk management policy that will be applicable to the transactions done under the Margin Trading Facility. Stock broker may make amendments there to at any time but give effect to such policy after the amendments are duly communicated to the clients registered under the Margin Trading Facility.
3. The broker has a right to retain and/or pledge the securities provided as collateral or the securities bought by the client under the Margin Trading Facility.
4. The broker may liquidate the securities if the client fails to meet the margin call made by the broker as mutually agreed of liquidation terms but not exceeding 5 working days from the day of margin call.

STOCK BROKER OBLIGATIONS

1. Stock broker shall agree with the client the terms and condition before extending Margin Trading Facility to such client. However, for clients who already have existing trading relationship and want to avail of Margin Trading Facility, stock broker may take consent in writing in his own hand or in any irrefutable electronic method after stock broker has communicated the terms and conditions of Margin Trading Facility to such existing clients.
2. The terms and conditions of Margin Trading Facility shall be identified separately, in a distinct section if given as a part of account opening agreement.
3. The mode of communication of order confirmation, margin calls or liquidation of position/security shall be as agreed between the broker and the client and shall be in writing in his own hand or in any irrefutable electronic method. Stock broker shall prescribe and communicate its margin policies on haircuts/ VAR margins subject to minimum requirements specified by SEBI and exchanges from time to time.

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4. The Stock Broker shall monitor and review on a continuous basis the client's positions with regard to MTF. It is desirable that appropriate alert mechanism is set up through which clients are alerted on possible breach of margin requirements.
5. Any transaction to be considered for exposure to MTF shall be determined as per the policy of the broker provided that such determination shall happen not later than T + 1 day.
6. If the transaction is entered under margin trading account, there will not be any further confirmation that it is margin trading transaction other than contract note.
7. In case the determination happens after the issuance of contract, the broker shall issue appropriate records to communicate to Client the change in status of transaction from Normal to Margin trading and should include information like the original contract number and the margin statement and the changed data.
8. The Stock Broker shall make a 'margin call' requiring the client to place such margin; any such call shall clearly indicate the additional/deficient margin to be made good.
9. Time period for liquidation of position/security shall be in accordance declared policy of the broker as applicable to all MTF clients consistently. However, the same should not be later than 5 working (trading) days from the day of 'margin call'. If securities are liquidated, the contract note issued for such margin call related transactions shall carry an asterisk or identifier that the transaction has arisen out of margin call.
10. The daily margin statements sent by broker to the client shall identify the margin/collateral for Margin Trading separately.
11. Margin Trading Accounts where there was no transactions for 90 days shall be settled immediately.
12. The stocks deposited as collateral with the stock broker for availing margin trading facility (Collaterals) and the stocks purchased under the margin trading facility (Funded stocks) shall be identifiable separately and there shall not be any comingling for the purpose of computing funding amount;
13. Stock Broker shall close/terminate the account of the client forthwith upon receipt of such request from the client subject to the condition that the client has paid dues under Margin Trading Facility.

TERMINATION OF RELATIONSHIP

1. The margin trading arrangement between the stock broker and the client shall be terminated; if the Stock Exchange, for any reason, withdraws the margin trading facility provided to the Stock Broker or the Stock Broker surrenders the facility or the Stock Broker ceases to be a member of the stock exchange.
2. The MTF facility may be withdrawn by the broker, in the event of client committing any breach of any terms or conditions therein or at anytime after due intimation to client allowing such time to liquidate the MTF position as per the agreed liquidation terms without assigning any reason. Similarly, client may opt to terminate the margin trading facility in the event of broker committing any breach of any terms or conditions therein or for any other reason.
3. In the event of termination of this arrangement, the client shall forthwith settle the dues of the Stock Broker. The Stock Broker shall be entitled to immediately adjust the Margin Amount against the dues of the client, and the client hereby authorizes the Stock Broker to make such adjustment.
4. After such adjustment, if any further amount is due from the client to the Stock Broker, the client shall settle the same forthwith. Upon full settlement of all the dues of the client to the Stock Broker, the Stock Broker shall release the balance amount to the client.

If the client opts to terminate the margin trading facility, broker shall forthwith return to the client all the collaterals provided and funded securities retained on payment of all the dues by clients.

PART C: RIGHTS AND OBLIGATIONS – MANDATORY CLAUSES OF BSE

1. Stock Broker/ Trading Member is eligible to provide Margin Trading Facility (MTF) in accordance with SEBI & Exchange Guidelines as specified from time to time.
2. Stock Broker/ Trading Member desirous of extending MTF to their clients is required to obtain prior permission of BSE. Stock Broker/ Trading Member may note that BSE has the right to withdraw the permission at anytime.
3. Stock Broker/ Trading Member shall extend the MTF to the client, on such terms and conditions as specified by the Stock Exchange / SEBI from time to time. Stock Broker/ Trading Member and the client shall abide by the requirements of the margin trading framework, including rights and obligations, as prescribed by Stock Exchange/ SEBI/ Stock Broker/ Trading Member.
4. Stock Broker/ Trading Member shall intimate all the terms and conditions, including maximum allowable exposure, specific stock exposures etc., as well as the rights and obligations to the client desirous of availing MTF.
5. Stock Broker/ Trading Member may, at its sole and absolute discretion, increase the limit of initial and/or maintenance margin, from time to time. The Client shall abide by such revision, and where there is an upward revision of such margin amount, he agrees to make up the shortfall within such time as the Stock Broker/ Trading Member may permit. It may however, be noted that the initial/ maintenance margins shall never be lower than that prescribed by Stock Exchange/ SEBI.
6. Stock Broker/ Trading Member shall provide MTF only in respect of such shares, as may be permitted by Stock Exchange/ SEBI.
7. Stock Broker/ Trading Member shall liquidate the securities and other collateral, if the client fails to meet the margin call to comply with the margin requirement as specified by Stock Exchange/ SEBI/ Stock Broker/ Trading Member. In this regard, Stock Broker/ Trading Member shall also list down situations/ conditions in the which the securities may be liquidated (Stock Broker/ Trading Member to list down situations/ conditions which are included in the subsequent part of the T&C below).
8. Stock Broker/ Trading Member shall not use the funds of one client to provide MTF to another client, even if the same is authorized by the first client.
9. The stocks deposited as collateral with the Stock Broker/ Trading Member for availing margin trading facility (Collaterals) and the stocks purchased under the margin trading facility (Funded stocks) shall be identifiable separately and no comingling shall be permitted for the purpose of computing funding amount
10. IPF shall not be available for transactions done on the Stock Exchange, through MTF, in case of any losses suffered in connection with the MTF availed by the client.

The rights and obligations prescribed hereinabove shall be read in conjunction with the rights and obligations as prescribed under SEBI circular no. CIR/ MIRSD/ 16/ 2011 dated August 22, 2011