SHRIRAM Insight
Har Haath Mein Dhan Ki Rekha

CK-5&6,Sector-II,Salt Lake City,Kolkata-700091
Phone: +91 7604089448 , +91 7604082779

SISBL MARGIN TRADING FACILITY (MTF Facility)

Terms & Conditions

*The terms and conditions governing MTF Facility provided by Shriram Insight Share Broking Limited **(SISBL)** set out below **(T&C)** and forming part of the account opening form must be read in conjunction with the rights and obligations prescribed by the Securities and Exchange Board of India **(SEBI)** under SEBI circular no. CIR/ MRD/ DP/54/ 2017 dated June 13, 2017 and the Rules, Regulations, Bye laws, Rights and Obligation, Guidelines and circulars issued by SEBI and the stock exchanges from time to time (hereinafter collectively referred to as **Regulatory Requirements**).*

I/We (Name of Client… .....) am/are a registered client with Shriram Insight Share Brokers Ltd. My Trading account No… .....I/We would like to purchase shares and securities through MTF in the Capital market of NSE/BSE CM segment. I/We hereby accord my consent to avail this MTF product facility and shall deposit approved Securities as collateral or fund for getting the initial margin and there by transacting in shares and securities.

A. For the Client (means and includes an individual,company, partnership firm, trust, Hindu undivided family, association of persons, body of individuals etc.)

The Client agrees to and confirms, undertakes and authorizes that:

I. General:

1. Avail the MTF Facility offered by SISBL in accordance with the T&C.
2. The minimum criteria for availing this facility, I/We have to open a Trading Account with SISBL and provide initial margin by way of Fund / Collateral for the shares purchased.
3. The MTF Facility shall be provided only in respect of shares as permitted by Regulatory Requirements and/or SISBL from time to time.
4. In order to avail margin trading minimum initial margin and maintenance margin required at all times shall be as prescribed by SEBI which is as under

Category of Stock	Initial margin applicable	Margin Call (% collateral cover over outstanding debit)
Group I stocks available, F&O)	VaR + 3 times applicable ELM *	Less than 125%
Group I stocks other than F&O stocks	VaR + 5 times applicable ELM *	

* For aforesaid purpose the applicable VaR and ELM shall be as in the cash segment for a particular stock.

Subject to Regulatory Requirements, SISBL at its sole and absolute discretion may increase / revise the limit of initial margin and maintenance margin, minimum transaction amount from time to time. The Client shall abide by such revision, and where there is an upward revision of such margin amount, the Client agrees to make up the revised margin immediately. The Client shall make up the revised margin not later than 5 working (Trading) days from the day of margin call, failing which SISBL in its discretion may exercise its right to liquidate the security / collateral and / or close out the position immediately.

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5. Consent to the T&C through email /SMS from his/its email id / mobile number registered with SISBL or by physical mode.
6. The dues of the Client, wherever mentioned in the T&C, include but are not limited to the outstanding balances, interest, statutory dues, taxes, duties, charges, penalties etc. in respect of the MTF Facility availed by the Client.
7. The client is required to replenish the statutory charges for the trades in respect of MTF and interest on the outstanding balances at a regular interval.
8. The maximum credit limit for a client will not exceed. 10 % of the Member's maximum allowable exposure. Presently SISBL has fixed the same Rs.20 Crore. However, SISBL reserves the right to change the maximum credit limit at any time without any prior intimation or assigning any reasons thereof.
9. The T&C applicable to the grant of the MTF Facility and the obligations of the Client as amended from time to time is irrevocable and shall not be revoked by the death/dissolution/ winding up of the Client.
10. SISBL in its sole and exclusive discretion may or may not grant the MTF Facility to the Client. SISBL shall not be required to provide any reasons for either granting or refusal thereof nor shall SISBL be liable for any damages (whether direct or consequential or whether financial or non-financial) to the Client by reason of it refusing to grant the MTF Facility to the Client.
11. Transaction/s to be considered for exposure to the MTF Facility shall be informed to SISBL in writing or in any other irrefutable mode of communication, including call to the relationship manager or call centre on a recorded land line on T day before close of the trading hours.
12. All credit arising to the Client's account out of a sale transaction under the MTF Facility shall be first adjusted towards the debit under the MTF Facility, if any and subject to adequate margin being maintained for the outstanding debit under the MTF Facility.
13. If there is a margin call on MTF account, and have credit balance in the Normal trading account, SISBL reserves the right to transfer any clear credit balance from the Normal trading account to the MTF account. By agreeing to this terms and conditions you give SISBL the express right to do this transfer without any intimation to you.
14. Pursuant to my/our use of this facility, Interest shall be charged at .....% pa chargeable on monthly basis on the amount funded for the purchase of shares.
15. SISBL at all times shall have the liberty to exercise its rights in its sole discretion to determine the extent to which the MTF Facility will be available to the Client.
16. SISBL shall retain and/or pledge the securities of the Client, which are utilised for availing the MTF Facility, and /or retain its corporate benefits, if any, till the amounts due in respect of the transactions including the dues to SISBL are paid in full by the Client.
17. Make good the deficient margin / margin call by placing further margin immediately, failing which, depending upon the market conditions and / or the volatility, SISBL in its discretion may exercise its right to liquidate the security / collateral and / or close out the position immediately.

Signature_____

II. Closing out of position:

18. Notwithstanding anything contained in clause 17, SISBL may, in its sole discretion, determine the time to sell the securities to be liquidated, and / or which contract(s) is / are to be closed.
19. All losses and financial charges on account of such liquidation/closing out shall be charged to and borne by the Client.
20. On the happening of any of the following events, SISBL may, immediately and without any notice, liquidate the security / collateral and or close out the position of the Client:

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I. if any instrument for payment of Margin Money / Monies is / are dishonored;

II. if the Client provides any incorrect or misleading information or violates or is in breach of any provision of the T&C; if there is a change in the constitution of the Client whether on account of admission of a new partner or retirement/death/insolvency of any partner or otherwise or if the Client has voluntarily or compulsorily become the subject of any proceedings under any bankruptcy/ insolvency law or winding up / liquidation proceedings or a receiver or liquidator has been appointed in respect of the Client's assets or makes an application or refers itself to any authority for being declared as a "sick company", relief undertaking, bankrupt or insolvent or seeking financial reconstruction or any other like scheme (by whatever name called) or is dissolved; the death, lunacy or any other disability of the Client;

III. if the Client has admitted its inability to pay his/its dues when they become payable or there is reasonable apprehension that the Client is unable to pay its outstanding dues;

IV. if any order is passed by any regulatory authority, courts, etc. requiring SISBL to liquidate the security / collateral and/or close out the position of the Client or if the Client is convicted under any law in force;

V. if any asset or any security is seized or made subject to any distress, execution, attachment, injunction or other process order or proceeding or is detained or taken into custody for any reason;

VI. if Client defaults under any facility or arrangement with any stockbroker.

VII. there exists any other circumstance, which in the sole opinion of SISBL, is prejudicial to the interests of SISBL;

III. Communication:

21. Based on Client's preference, the Client accepts all types of communications to Client's registered email/message to registered mobile number of the Client or by physical mode relating to and including order / trade confirmation, revision in margin/ margin calls, decision to liquidate the position / security / collateral, margin statements, margin policies on haircuts / VAR margin, risk management policies, rights & obligations, etc.

IV. Miscellaneous:

22. The MTF Facility may be withdrawn by SISBL, in the event of the Client committing any breach of any of the T&C or at any time after due intimation to the Client allowing such time to liquidate the MTF position as agreed herein, without assigning any reason.
23. In the event of termination of this arrangement, the Client shall forthwith settle the dues of SISBL. SISBL shall be entitled to immediately adjust the margin amount against the dues of the Client, and the Client hereby authorizes SISBL to make such adjustment. If any further amount is due from the Client to SISBL, after such adjustment, then the Client shall forthwith settle the same. SISBL shall release the balance amount to the Client upon full settlement of all the dues of the Client to SISBL.
24. A protest /disagreement with any transaction, document, statements, contract notes or any communication under the MTF Facility shall be lodged by the Client within 24 hours from the date of receipt of the same.
25. Subject to clearing SISBL's dues, the Client can close/terminate the MTF Facility at any time.
26. Any dispute in connection with the MTF Facility arising between the Client and SISBL shall be referred to the investor grievance redressal mechanism, arbitration mechanism of the relevant stock exchange.

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B. ForSISBL

SISBL agrees to and undertakes and confirms that:

I. Maintenance of Margin:

27. The Client can, at anytime, replace the securities provided towards collateral for the MTF Facility, as long as the said securities are approved for margin trading.
28. The Client's positions with regard to the MTF Facility will be monitored and reviewed on a continuous basis.
29. To the extent the Client is eligible and subject to the required margin being available, additional exposure over the debit balance (arising out of any trade executed under the normal trading facility), beyond the fifth trading day reckoned from pay-in date, may be granted under the MTF Facility. SISBL shall, in its sole discretion in such cases, identify the eligible/excess securities available with the Client and mark the same as collateral towards the MTF Facility. All credit arising to the Client's account out of a sale transaction under the MTF Facility shall be first adjusted towards the debit under the MTF Facility, if any and subject to adequate margin being maintained for the outstanding debit under the MTF Facility.
30. SISBL shall clearly indicate the additional / deficient margin to be made good by the Client when it makes a 'margin call' to the Client.
31. If SISBL liquidates the Client's securities, the contract note issued for such margin call related transaction shall carry an asterisk or identifier that the transaction has arisen as a result of a margin call.

II. Closing/Termination of Account:

32. Upon receipt of a request from the Client to close/terminate the account of the Client, SISBL shall forthwith close/terminate the same subject to payment by the Client of all its dues under the MTF Facility.
33. If for any reason whatsoever SISBL surrenders the MTF Facility/ ceases to be a member of the stock exchange/the stock exchange withdraws the MTF Facility provided to SISBL then the margin trading arrangement between SISBL and the Client shall be terminated.
34. SISBL reserves the right to withdraw MTF provided to any Client without giving any reason after giving a 30 days' notice to the Client. The dues, if any, in the account of the client shall be payable after the notice is served. Failing which SISBL shall have the liberty to sell such security without further notice to the Client. Any and all losses and financial charges on account of such liquidations shall be charged to & born by the client.
35. Subject to clearing all dues payable to SISBL, the Client may opt to terminate the MTF Facility, in the event of SISBL Committing any breach of any terms or conditions herein or for any other reason.
36. Upon the Client opting to terminate the MTF Facility and on payment of all the dues payable by the Client to SISBL, SISBL shall return to the Client all the collaterals provided and funded securities retained forthwith, but not later than 5 working days from the date of such payment.

III. Miscellaneous:

37. The Client shall, after paying all dues, be free to take the delivery of the securities at any time by repaying the amounts paid by SISBL to the exchanges towards the securities.
38. If there is no transaction for 90 days in a Margin Trading Account and there are no dues outstanding from the Client then the account shall be settled immediately.
39. The stocks deposited as collateral with SISBL (Collaterals) for availing the MTF Facility and the stocks purchased under the MTF Facility (Funded stocks) shall be separately identifiable and there shall not be any co-mingling for the purpose of computing funding amount.

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40. The funds of one Client shall not be used to provide MTF Facility to another Client even if so authorised by the first Client.

Details of Demat Account where stocks under MTF to be pledged are as follows:

- Collateral Stock DEMAT (MTF) - 1203840001804425
- Funded Stock DEMAT (MTF) – 1203840001801901

41. The Pledger/ Pledgee hereby undertake as follows:

a) The pledger and pledgee undertake to abide with the provisions of the Indian Contract Act, 1872, the Depositories Act, SEBI Regulations, circulars, and bye-laws in force from time to time, as may be applicable.

b) The pledgee hereby undertakes to provide reasonable notice to the pledger and comply with the requirements of Section 176 and 177 of the Indian Contract Act, 1872.

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