

Margin Trading Facility – Terms & Conditions

a) Integrated Enterprises (India) Pvt Ltd. is engaged, inter alia, in the business of stock broking and is a Trading Member of National Stock Exchange of India Limited, with SEBI registration Number(s) **INZ000095737**.

b) Integrated Enterprises (India) Pvt Ltd is engaged in providing Margin Trading Facility (hereinafter referred to as MTF), to those clients who are registered with it as client for availing stock broking services and the client is providing this consent for availing of the Margin Trading Facility.

c) The Client is registered with Integrated Enterprises (India) Pvt Ltd as a client for stock broking services and is desirous of availing Margin Trading Facility and has approached Integrated Enterprises (India) Pvt Ltd., with that request. Upon the request of the Client, Integrated Enterprises (India) Pvt Ltd., has agreed to provide the said facility to the client subject to the terms and conditions contained in this Consent.

IT IS HEREBY AGREED BY AND BETWEEN Integrated Enterprises (India) Pvt Ltd AND CLIENT AS UNDER:

I. DEFINITIONS & INTERPRETATIONS

1. **“Initial margin”** means the minimum amount, calculated as a percentage of the transaction value, to be placed by the client, with the broker, before the actual purchase. The broker will advance the balance amount to meet full settlement obligations.

2. **“Maintenance margin”** means the minimum amount, calculated as a percentage of the market value of the securities, calculated with respect to the last trading day's closing price, to be maintained by the client with the broker.

3. **“Margin Trading Facility”** or MTF means and refers to the facility pursuant to which part of the transaction value due to the Stock Exchange, at the time of purchase of shares, shall be paid by Integrated Enterprises (India) Pvt Ltd on behalf of the Client on Client's request, on such terms and conditions as contained in this Consent letter.

4. **“Mark to Market Loss” or “MTM Loss”** means the difference between the purchase value of the shares and the marked to market value of these shares.

5. **“Mark to Market Value of shares” or “MTM Value of Shares”** means the value of shares calculated with reference to the previous day's closing price on the Stock Exchange.

6. **“Shares”** means and refer to the shares/ stock/ securities eligible for margin trading facility, as specified by the SEBI from time to time and approved by Integrated Enterprises (India) Pvt Ltd for the purpose of granting MTF.

7. **“Stock Exchange”** means the stock exchange on which the shares have been purchased.

Unless the Context otherwise requires:

1. The expression month and year shall be to the calendar month or calendar year
2. Reference to date or dates which do not fall on a working day, shall be construed as reference to the day or date falling on the immediately subsequent working day.

II. CLIENT REPRESENTATION

The client hereby undertakes to:

1. Place the initial and maintenance margin amounts as the Broker may specify to the Client from time to time, subject to requirements specified by SEBI.
2. Authorize retention of the shares with the broker upon receipt of the same in the pay out from the Stock exchange till the amount due in respect of the said transaction including the dues to the broker is paid in full by the client.
3. To pay to the broker - brokerage, commission, fees, transaction costs, service tax, stamp duty and other taxes / expenses as are prevailing from time to time and as they apply to the client's account, transactions and to the Services that the broker renders to the Client.
4. Abide by any revision in any of the terms of this agreement as may be agreed between the parties.

III. CLIENT'S WARRANTIES

The Client warrants, represents & assures Integrated Enterprises (India) Pvt Ltd that

1. He has the necessary authority to enter into this MTF Facility provided by the Broker and observe and perform the obligations herein contained.
2. He shall duly observe and perform the conditions and obligations stated herein.

IV. BROKER'S REPRESENTATION

The Broker Integrated Enterprises (India) Pvt Ltd represents that: 1. After obtaining this consent from the client for providing MTF facility and deposit of initial margin by the client, Integrated Enterprises (India) Pvt Ltd undertakes to settle the obligation towards Stock Exchange for and on behalf of the Client. The Client hereby agrees and authorizes Integrated Enterprises (India) Pvt Ltd to make such payment on his behalf.

V. MARGIN TRADING FACILITY

1. The margin facility shall carry interest at 19% per annum payable weekly.
2. The Client shall be free to take the delivery of the share at any time by repaying the amounts that were paid by Integrated Enterprises (India) Pvt Ltd to the Stock Exchange towards Shares, and further paying all such sums of money as may be due towards brokerage, transaction costs and charges, service tax and other costs towards his transactions. Alternatively, client may at any time, but not before the delivery of the shares have been actually received by Integrated Enterprises (India) Pvt Ltd choose to sell the shares on the Stock Exchange by issuing appropriate instructions to Integrated Enterprises (India) Pvt Ltd.
3. Provided however that, the Client may at his risk as to cost and consequences, choose to sell the Shares prior to receipt of confirmation from the Stock Exchange of delivery of Securities against his purchase, and in such situation, the Client shall be fully responsible to bear the losses / costs arising due to auctions / closeout by the Stock Exchange, in the event the delivery against purchase fails to materialize.
4. Where the Shares are sold as provided in sub-clause 2/3 above, Integrated Enterprises (India) Pvt Ltd., will effect the payin of Shares to the Stock Exchange in accordance with the Stock Exchange requirements. Upon receipt of sale proceeds from the Stock Exchange towards the sale of Shares, Integrated Enterprises (India) Pvt Ltd shall, after deducting there from brokerage, fees, charges, levies, taxes, duties and other costs, charges and expenses, and further deducting amounts due to it from the Client on account of moneys paid by Integrated Enterprises (India) Pvt Ltd on his behalf to the Stock Exchange at the time of purchase of Shares, effect the net payment to the Client.
5. Integrated Enterprises (India) Pvt Ltd may, at its sole and absolute discretion, revise the limit of initial and/or maintenance margin amount from time to time. The client agrees and undertakes to abide by such revision, and where there is an upward revision of such margin amount, the client agrees to make up the shortfall within such time as specified by Integrated Enterprises (India) Pvt Ltd.
6. The MTF shall be provided only in respect of such shares as classified as Group I securities by the National Stock Exchange (NSE) from time to time. Integrated at its discretion may not allow MTF for certain scrips though it is classified as Group I securities by the Exchange.
7. The client may furnish further margin amount from time to time for availing higher MTF limit.
8. Integrated shall restrict the maximum gross exposure as well as individual stock-wise exposure of a client under the MTF at any point of time according to its internal policies and market views without assigning any reasons to the client. Furnishing applicable margin shall not by itself entitle the client to seek exposure beyond the limit restricted by Integrated.

9. Admitting clients for MTF shall be at the discretion of the Stock Broker / Trading member. Clients request for admission to MTF may be disallowed without assigning any reason.

VI. MONITORING CLIENT'S POSITIONS

1. Integrated Enterprises (India) Pvt Ltd shall monitor and review on a continuous basis the client's position with regard to the margin trading facility.

2. In order to avail margin facility, the minimum initial margin required to be provided by clients, as prescribed by SEBI / Stock Exchanges, is under: VaR+3 times of applicable ELM in case of F&O stocks (i.e., stocks available for trading in the F&O segment). VaR+ 5 times of applicable ELM in case of stocks other than F&O stocks. VaR and ELM shall mean VaR and ELM as applicable to respective stocks in cash segment.

3. Margin requirement on shares purchased under MTF shall be computed by grossing applicable margin i.e., minimum initial margin plus increased margin, if any, on each stock and shortage computed accordingly by deducting available margin from gross margin. Collateral shares and shares purchased under MTF (Funded shares) shall be marked to market daily for the purpose of computing the margin / shortage of margin.

4. Initial margin, increased margin, margin shortage, margin calls, maximum allowable exposure, maximum stock specific exposure, trade confirmation, square off intimation and such other information in relation to MTF shall be communicated to the clients electronically through one or many or all of the following modes, viz email, SMS, WhatsApp, mobile notifications and additionally through telephone calls.

5. On receipt to margin call intimation from Integrated Enterprises (India) Pvt Ltd the client shall make good such deficiency by placing the further Margin Amount, within such time as specified by SEBI.

6. Not with standing what is stated above, Integrated Enterprises (India) Pvt Ltd may immediately sell the Shares, in the circumstances specified by SEBI and for this purpose, the Client do hereby expressly authorize such sale, and thereafter, the sale proceeds shall be treated in the manner specified in Clause V.4 above. Integrated Enterprises (India) Pvt Ltd. may, in its sole discretion, determine which Share(s) is/are to be sold, and/or which contract(s) is/are to be closed.

7. The client agrees and understands that Integrated Enterprises (India) Pvt., Ltd shall have full freedom and authority to vary, modify, revise the initial and maintenance margin amount, minimum transaction amount from time to time, subject to the SEBI requirements in this respect, and Client agrees to abide by such variation, modification or revision.

VII. PLEDGE OF SECURITIES

Not with standing anything contained in this Consent letter signed by the Client, the client hereby pledges and shall have deemed to have pledged forthwith the Shares, at the time when received by Integrated Enterprises (India) Pvt Ltd as security for repayment and settlement of amounts due to Integrated Enterprises (India) Pvt Ltd., from the Client under Margin Trading Facility along with interest and other amounts payable there under.

The Client hereby records that the share certificates account statements or any other documents evidencing the right, title and interest of the client as the holder of the securities shall remain deposited and shall be deemed to have been deposited by the client as having been deposited being marketable securities, for repayment of the amounts due under the Margin Trading Facility and this instrument accordingly shall be deemed to be connected with the mortgage of the marketable securities / shares as contemplated by Section 24 of the Bombay Stamp Act, 1958/Section 23A of the Indian Stamp Act, 1899 or the corresponding/relevant provisions of the Stamp Act as in force in the relevant state.

VIII. BREACH OF THESE TERMS AND CONDITIONS

In the event of client committing any breach of any terms or condition of this consent, Integrated Enterprises (India) Pvt Ltd shall be entitled to terminate this Margin Trading Facility to the client forthwith. However, Integrated Enterprises (India) Pvt Ltd at its option may elect to give notice to the client of such duration, and extended from time to time, if so decided by Integrated Enterprises (India) Pvt Ltd requiring the client to cure the breach.

IX. TERMINATION & EXPIRY

1. Integrated reserves the right to withdraw MTF with respect to any Client without assigning any reason after giving a reasonable notice to the Client in which case dues if any outstanding in the account of the Client shall become payable immediately. Failure to make payment of the outstanding dues shall result in liquidation of collateral and/or funded shares held in Client's account. 1. This Margin Trading Facility shall stand terminated forthwith, as provided in Clause VIII above, or on the Client failing to cure the breach within the time period as provided in the Notice given there under.

2. This Margin Trading Facility shall automatically stand terminated, without any further act on the part of any party hereto, on and from the date of termination/determination of the Client Member Agreement executed between the parties hereto in respect of stock broking services provided/being provided by Integrated Enterprises (India) Pvt Ltd to the Client.

3. In the event of termination/determination of this Margin Trading Facility, the Client shall forthwith settle the dues of Integrated Enterprises (India) Pvt Ltd., shall be entitled to immediately adjust the Margin Amount against the dues of the Client, and the Client hereby authorizes Integrated Enterprises (India) Pvt Ltd to make such adjustment.

4. After such adjustment, if any, further amount is due from the Client to Integrated Enterprises (India) Pvt Ltd., the Client shall settle the same forthwith. Upon full settlement of all the dues of the Client to Integrated Enterprises (India) Pvt Ltd they shall release the balance amount to the Client.

5. In the event of failure of the Client to settle the dues (Margin/MTM shortfall) to Integrated Enterprises (India) Pvt Ltd., within FIVE working days, Integrated Enterprises (India) Pvt Ltd., shall be entitled to enforce its rights and shall be entitled to sell off Shares and adjust/apply the net sale proceeds thereof in recovery of its dues. In case of extreme volatility in the market, Integrated may demand payment of margin forthwith and prescribed time making margin payment shall be construed accordingly. Decision of Integrated in relation to market volatility shall be final and binding without Integrated having to provide any reason for the decision of the client.

6. If a client is debarred by orders of lawful authority from trading in the securities market, Integrated shall liquidate Collateral and funded shares of the client to recover its dues to the full extent forthwith.

7. Integrated reserves the right to withdraw MTF with respect to any Client without assigning any reason after giving a reasonable notice to the Client in which case dues if any outstanding in the account of the Client shall become payable immediately. Failure to make payment of the outstanding dues shall result in liquidation of collateral and/or funded shares held in Client's account.

X. NOTICES & COMMUNICATIONS

1. Any notice or other communication to be given by one party to the other under or in connection with this Facility shall be in writing and shall be deemed duly served if delivered personally or by registered post or email to the addressee at the address/number (if any), of that party as mentioned above.

XI. ARBITRATION

All disputes, differences, claims and questions whatsoever arising from client availing this Margin Trading Facility between the parties and/or their respective representatives touching these presents or any clause or thing herein contained or otherwise in any way relating to or arising from these presents shall be referred to the arbitration mechanism of the Stock Exchange. Such arbitration shall be conducted in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and the stock exchange byelaws.

WAIVER

Subject to SEBI requirements, any of the terms and conditions of this Consent letter for availing Margin Trading Facility may be waived at any time by Integrated Enterprises (India) Pvt Ltd., but no such waiver shall affect or impair the right of Integrated Enterprises (India) Pvt Ltd., to require observance and performance of any other term or condition hereof and no waiver hereunder shall be considered valid unless made in writing and signed by Integrated Enterprises (India) Pvt Ltd., and no such waiver, or any failure or delay on the part of Integrated Enterprises (India) Pvt Ltd to exercise any right, power or privilege hereunder shall be deemed a waiver of any subsequent breach of default nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

XII. CLIENT CONFIDENTIALITY

The member hereby undertakes to maintain, the details of the client as mentioned in the client registration form or any other information pertaining to the client, in confidence and that he shall not disclose the same to any person/entity except as required under the law.

Provided however, that the member may share the details of the client as mentioned in the client registration form or any other information pertaining to the client with parties/entities other than required under law with the express permission of the client.

The terms and conditions prescribed here in above shall be read in conjunction with the rights and obligations as prescribed under SEBI Circular No. CIR/MIRSD / 16 / 2011 dated August 22, 2011. SEBI Circular No CIR / MRD/DP/54/2017 dated June 13, 2017 the Circulars relating to MTF issued by the respective Stock Exchanges, any modifications thereto from time to time and the Policies and Procedures prescribed by Integrated and the terms and conditions of client's agreement with Integrated. In case of any inconsistencies between the Right and Obligations herein and the provisions in the aforesaid SEBI and / or Stock Exchange Circulars, the later shall prevail to the extent of such inconsistencies.