

Margin Trading Terms & Conditions

This Margin Trading Facility ("MTF Facility") is entered into this _____ day of _____ 20____ ("Effective Date")



Between

Wealthstreet Advisors Private Limited, a company incorporated under the Companies Act,2013 having its registered office at A-1101, Mondeal Heights, 11th Floor, Besides Wide Angle, S.G Highway, Ahmedabad-380015 (hereinafter referred to as the "**WSAPL**" or "**Stock Broker**" (which expression shall unless repugnant to the context mean and include its successors-in-interest and assigns) of the One Part;

And

Mr./Ms. M/s _____

(i) in case of the **Individual** S/o. D/o Mr. _____, R/o _____;

(ii) in the case of a **Company**, incorporated under the provision of the Companies Act, 1956/2013, having its Registered Office at _____;

(iii) in the case of a **Partnership firm** within the meaning of the Indian Partnership Act, 1932, any or each of the partners and survivor/s of them and partners from time to time (both their personal capacity and as partners of the _____ firm) having their office at _____;

(v) in the case of **Proprietary concern**, the proprietor (both in his / her personal capacity and as proprietor / proprietress of the _____ concern) having their Office at _____;

(vi) in the case of a **Joint HUF**, the Karta of the joint HUF and any or each of the adult members / coparceners of the _____ joint HUF having its address at _____;

(vii) in the case of **Trust**, the trust / trustee/s for the time being, having their Office at _____;

(viii) in case of an **LLP**, the designated partner of the LLP for the time being and from time to time having their Office at _____;

hereinafter referred to as the "**Client**", which expression shall, unless repugnant to the meaning and context include and mean their legal heirs, legal representatives, successors, assigns, representatives, nominees, administrators, permitted assigns etc. as the case may be, being the Party of the Other Part;

(The Stock Broker and Client are hereinafter collectively referred to as "**Parties**" and individually also as "**Party**").

SEBI MARGIN TRADING FACILITY (MTF Facility), TERMS AND CONDITIONS

WHEREAS This terms and conditions governing MTF Facility provided by Wealthstreet Advisors Private Limited (WSAPL) 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).

A. For the Client

Client means an existing client of WSAPL having **Client Code No.** _____ 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 WSAPL in accordance with the T&C.
2. Consent to the T&C through email /SMS from his/its email id / mobile number registered with WSAPL or by online mode by logging-in on the website of WSAPL or by calling the relationship manager or the call center through the registered mobile number or by physical mode.
3. 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.
4. 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.
5. WSAPL in its sole and exclusive discretion may or may not grant the MTF Facility to the Client. WSAPL shall not be required to provide any reasons for either granting or refusal thereof nor shall WSAPL 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.
6. To communicate / indicate that the transaction is under the MTF Facility before placing the order with WSAPL. If the transaction is entered under the MTF Facility, there will not be any further confirmation that it is a margin trading transaction other than the MTF Margin Statement issued on conclusion of the transaction.
7. Transaction/s to be considered for exposure to the MTF Facility shall be informed to WSAPL in writing or in any other irrefutable mode of communication, including call to the relationship manager or call center on a recorded land line on T day before close of the trading hours. In the absence of any such express communication, the transaction shall be considered under the normal trading facility. Any 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 at the discretion of WSAPL under the MTF Facility to the extent the Client is eligible and subject to availability of the required margin. In such event, WSAPL in its discretion may 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.
8. Pay an interest equal to the Delayed Payment Interest charged into the Client's normal account or upto 24% p.a. interest or at the rate agreed from time to time.
9. WSAPL 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.

II. Requirement to Maintain Margin:

10. Ensure required margin is maintained for the MTF Facility at all points of time as per the Regulatory Requirements and as specified by WSAPL from time to time.
11. Client have authorized the WSAPL to retain and/or pledge the securities provided as collateral or purchased under the Margin Trading Facility and /or retain its corporate benefits till the amount due in respect of the said transaction including the dues to the WSAPL is paid in full by the client.
12. WSAPL shall hold and / or appropriate the credit lying in the Client's account and/or any unutilized/ unpledged shares/ securities lying in the Client's demat account along with all other demat accounts / Mutual Funds / IPO account of the Client towards the repayment of the outstanding dues thereof under the MTF Facility.
13. WSAPL shall treat the securities available in demat account/s linked to the trading account of the Client as margin towards the MTF Facility availed by the Client.
14. Subject to Regulatory Requirements, WSAPL at its sole and absolute discretion may increase / revise the initial margin and / or maintenance margin and Client shall abide by such revision.
15. Make good the deficient margin / margin call by placing further margin immediately, failing which, depending upon the market conditions and / or the volatility, WSAPL in its discretion may exercise its right to liquidate the security / collateral and / or close out the position immediately.
16. The MTF Facility shall be provided only in respect of shares as permitted by Regulatory Requirements and/or WSAPL from time to time.

III. Closing out of position:

17. Notwithstanding anything contained in clauses 15 and 16 above, WSAPL may, in its sole discretion, determine the time to liquidate the securities.
18. All losses and financial charges on account of such liquidation/closing out shall be charged to and borne by the Client.
19. On the happening of any of the following events, WSAPL may, immediately and without any notice, liquidate the security / collateral and or close out the position of the Client:
 - i. if any instrument for payment of Margin Money is 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 WSAPL 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 to pay the revised margin/ additional margin as mentioned in clause 14 of this agreement;

vii If Client defaults in payment of Margin shortfall, the time limit for regularization of the same shall be as under:

Client Margin	Time Limit
Below 50% but > 20%	1 day
Below 20% but > 15%	1 hour
At or below 15%	Immediate

viii. there exists any other circumstance, which in the sole opinion of WSAPL, is prejudicial to the interests of WSAPL.

IV. Communication:

20. Based-on Client's preference, the Client accepts all types of communications to Client's email/message to registered mobile number of the Client/logging in on WSAPL website 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.

V. Miscellaneous:

21. The MTF Facility may be withdrawn by WSAPL, 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, as may be communicated by WSAPL to liquidate the MTF position as agreed herein, without assigning any reason.

22. In the event of termination of this arrangement, the Client shall forthwith settle the dues of WSAPL. WSAPL shall be entitled to immediately adjust the margin amount against the dues of the Client, and the Client hereby authorizes WSAPL to make such adjustment. If any further amount is due from the Client to WSAPL, after such adjustment, then the Client shall forthwith settle the same. WSAPL shall release the balance amount to the Client upon full settlement of all the dues of the Client to WSAPL.

23. WSAPL may release/ unpledge / transfer the securities utilized for the MTF Facility within 5 working days of the Client clearing the dues to WSAPL.

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 WSAPL'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 WSAPL, shall be referred to the investor grievance redressal mechanism, arbitration mechanism of the relevant stock exchange.

27. The Client must, before deposit and/or purchase of any securities belonging to the promoters/promoter group, intimate the nature of the same to WSAPL before availing MTF Facility, failing which the same will be treated as non-promoter holding.

28. The terms and conditions and amendments made by WSAPL from time to time, to the T&C, shall be available on WSAPL's website: www.wealthstreet.in

B. For WSAPL

WSAPL agrees to and undertakes and confirms that:

I. Maintenance of Margin:

29. The Client can, at any time, replace the securities provided towards collateral for the MTF Facility, as long as the said securities are approved for margin trading.

30. The Client's positions with regard to the MTF Facility will be monitored and reviewed on a continuous basis.

31. 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. WSAPL 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.

32. WSAPL shall clearly indicate the additional / deficient margin to be made good by the Client when it makes a margin call to the Client.

33. If WSAPL 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.

34. The daily margin statements sent by WSAPL to the Client shall identify the margin/collateral for MTF Facility separately.

II. Closing/Termination of Account:

35. Upon receipt of a request from the Client to close/terminate the account of the Client, WSAPL shall forthwith close/terminate the same subject to payment by the Client of all its dues under the MTF Facility.

36. If for any reason whatsoever WSAPL surrenders the MTF Facility/ ceases to be a member of the stock exchange/the stock exchange withdraws the MTF Facility provided to WSAPL then the margin trading arrangement between WSAPL and the Client shall be terminated.

37. Subject to clearing all dues payable to WSAPL, the Client may opt to terminate the MTF Facility, in the event of WSAPL committing any breach of any terms or conditions herein or for any other reason.

38. Upon the Client opting to terminate the MTF Facility and on payment of all the dues payable by the Client to WSAPL, WSAPL 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:

39. 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 WSAPL to the exchanges towards the securities.

40. WSAPL shall issue appropriate records to communicate to the Client the change in status of a transaction from normal to MTF Facility, if the Client determines to convert a normal trade into MTF after the issuance of a contract

note and provided WSAPL agrees for the same. The Communication shall include information like the original contract number and the margin statement and the changed data.

41. 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.

42. The stocks deposited as collateral with WSAPL (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.

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

44. Investor Protection Fund (IPF) will not be available for transactions done on the exchanges, through the MTF Facility, in case of any losses suffered in connection with the MTF Facility availed by a Client.

IN WITNESS WHEREOF, the Parties hereto have set their hands and signatures on the day, month and year first above written.

Signed for and on behalf of the Client

