

**Margin Trading Facility (MTF)**

To

Date : \_\_\_\_\_

**Consortium Securities Pvt. Ltd.**

Regd. Office : 36, Sant Nagar, East of Kailash, New Delhi-110065 | Phone: + 91-11-26422413, 66237500

**Sub: Request/consent for availing the Margin Trading Facility (MTF) in NSE/BSE**

UCC.: \_\_\_\_\_

Dear Sir,

This has reference to KYC Form and execution of necessary documents in this regard for opening of my/our trading account with you.

Further, I/we wish to avail the Margin Trading Facility (MTF) in my/our trading account to be opened with you in NSE &/or BSE. I/We have read & understood the Rights & Obligations of Stock Brokers, Sub-brokers & Clients, Policies & Procedures and other terms & conditions pertaining to MTF and undertake & agree to abide by the same including the rules, regulations & byelaws of the exchange/SEBI issued from time to time in this regard.

I/We hereby agree that the mode of communication including for confirmation of orders/trades, margin calls and calls for liquidation of collateral/security/position may be given telephonically or electronically or otherwise as per the discretion of the stock Broker.

Further, I/we understand & agree that all the terms and conditions of the authorization given by me/us, titled "Authorisation for Electronic Contract Notes" for issuing ECN and other documents in electronic form to me/us, shall be mutatis mutandis applicable to me/us for the aforementioned MTF as well.

You are requested to kindly do the needful for the activation of my/our trading account for the MTF.

Signature of Client

 (19)

Thanking you,  
Yours faithfully

Name : .....

Date : .....

**DECLARATION TO BE GIVEN BY HUF ON THE LETTER HEAD OF THE HUF**

To,

**Consortium Securities Pvt. Ltd.**

Regd. Office : 36, Sant Nagar, East of Kailash, New Delhi-110065 | Phone: + 91-11-26422413, 66237500

We, all the coparceners (members) detailed below of the Hindu Undivided Family having PAN No. \_\_\_\_\_ do here by authorize Karta of the family Mr \_\_\_\_\_ to open /operate in the name of this HUF a dealing / trading account and inter-alia to open and /or operate accounts with a Depository Participant and to issue notices and instructions relating to transfer , pledging , dematerializing or Rematerializing , orders , execute deals through you for and on behalf of the above named HUF and we state that we are and shall always be jointly and severally responsible for the dealings/ orders /trades / transactions that are executed by the karta Mr \_\_\_\_\_ and all his orders /deals shall be binding on the HUF and all its members jointly as well as severally.

In the eventuality of change of Karta or change in the constitution of HUF we shall inform you in writing and understand that we are required to collect from you an acknowledgement of having taken the same on record.

The Specimen signature of the Karta Mr. \_\_\_\_\_

is given below:

Specimen Signature in full

Thanking you,  
Yours faithfully,

Name of the Co-Parceners	Sex	Date of Birth	Relationship with the Karta	Signature of the Co-Parceners

## TERMS & CONDITIONS FOR MARGIN TRADING FACILITY (MTF)

As prescribed by Consortium Securities Pvt. Ltd. (CSPL)

### KYC & Other documents executed separately

1. All the terms and conditions of the agreement, titled "Contract between Stock Broker & Client "Policy & Procedures" and other relevant documents entered by the Client during the Client Registration process and from time to time thereafter shall be mutatis mutandis applicable to the Client for the aforementioned MTF as well.
2. All the terms and conditions of the authorization given by the Client, titled "Authorisation for Electronic Contract Notes" for issuing ECN and other documents in electronic form to the Client, given by the Client shall be mutatis mutandis applicable to the Client for the aforementioned MTF as well.
3. The Client must ensure that the information provided by the client for opening of his/her/it trading account is up to date and be used for the aforementioned MTF. The Client shall be responsible to keep the same updated at all times.

### Interest, Brokerage and Other charges

4. The client will be charged with interest at the rate of 1.5% per month or any other rates as may be mutually agreed between the client and the Stock Broker along with applicable taxes, if any. The Client hereby authorizes the Stock Broker to directly debit the same to the account of the Client on daily product basis. Further, Brokerage & other charges including applicable taxes as per the tariff sheet signed by the client for the delivery trades in the normal transactions of the relevant exchange or mutually agreed terms thereafter shall also be applicable to the MTF trades.

### Mode of Communication

5. The consent for activation of Margin Trading Facility can be given by the client by duly signed physical letter or by any secured electronic method provided by the Stock Broker
6. Mode of all types of communication including but not limited to communication for confirmation of orders/trades, margin calls and calls for liquidation of collateral/security/position may be given telephonically/electronically or otherwise through the Client's E-mail / SMS at the email id / mobile number of the Client registered with CSPL or by way of logging-in on website of CSPL in a secured manner or physical mode as per the discretion of the stock Broker. The client shall note that non-receipt of bounced mail notification by the Stock Broker shall amount to delivery of the aforesaid communication at the e-mail ID of the client. In case, in any of the above exchanges due to any reason, whatsoever, if client wants the Stock Broker to send any document in physical form including bouncing of email, charges, as applicable, shall be debited to the client account.

### Securities Eligible for Margin Trading Facility

7. Equity Shares that are classified as 'Group I security' as per SEBI Master circular No. SEBI/HO/MRD/DP/CIR/P/2016/135 dated December 16, 2016, or as permitted by SEBI/Exchanges/Stock Broker from time to time, shall be eligible for Margin Trading Facility.

### Margin Requirement

8. In order to avail Margin Trading Facility, initial margin required shall be as under:

Category of Stock	Applicable margin
Group I stocks available for trading in the F & O Segment	VaR + 3 times of applicable ELM*
Group I stocks other than F&O stocks	VaR + 5 times of applicable ELM*

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

9. The initial margin payable by the client to the Stock Broker shall be in the form of cash, cash equivalent or Group I equity shares, with appropriate hair cut as specified in SEBI Master circular no. SEBI/HO/MRD/DP/CIR/P/2016/135 dated December 16, 2016. or as applicable from time to time .
10. The Client hereby understands and agrees that it shall be the responsibility of the Client to regularly monitor and review the margin availability and keep sufficient margin at all times with CSPL. The Client also understands and agrees that in the event of available margin being reduced to 60% or less of the required margin at any point during the day or end of day due to any reason, the client's collateral/security/positions may be liquidated immediately by CSPL without any reference to the client. Client can also ascertain his/her/its margin availability and surplus/shortage in margin on real time basis from information on margin utilized, Mark to Market(MTM), ledger balance, collateral value etc provided by CSPL on its website/mobile application. . Further, CSPL may also inform the Client on MTM/margin status during the day and or at the end of the day through SMS and or email.

11. The Client agrees that CSPL shall be entitled to sell, pledge, block / unblock, deal with or otherwise transfer the Securities of the client to any third party, including the Clearing Corporation/House of the respective exchanges (if acceptable by exchanges ) for any purpose and declare to the third party that all the Securities are being provided to such parties as securities being the unencumbered, absolute and disposable property of CSPL and free from any prior charge, lien or encumbrance, and to execute transfer documents and/or any other necessary documents, wherever applicable or other endorsements for this purpose. CSPL shall be entitled to receive from the Client all costs, charges, expenses incurred by CSPL 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 CSPL is hereby permitted and authorized to provide the same for and on behalf of the Client.
12. The exchange/stock broker, based on the risk assessment, shall have the discretion to impose/collect higher margin than the margin specified in para-8 above.

### **Liquidation of Securities by the Stock Broker in Case of Default by the Client**

13. The Stock Broker shall have the right to liquidate the securities/position, if the client fails to meet the margin and or to comply with the conditions as mentioned above or specified in the "Rights and Obligations Document" specified by exchange with respect to MTF. The position may be squared off and or securities/collaterals may be liquidated on best effort basis by the Stock Broker, however, the Stock Broker shall not be responsible for any loss, including on account of any fluctuation, execution, partial or non-execution of the trades or any loss of opportunity or notional profit due to any reason whatsoever.

### **Closure /Termination of MTF Account**

14. The Client may close / terminate the Margin Trading Account at any time after paying all the dues payable by the Client related to the client's MTF account &/or any other segment/exchange with the Stock Broker
15. The Stock Broker shall have the right to close client's MTF Account without assigning any reason by giving 30 days notice to the client.

### **Other Conditions**

16. The Client shall lodge protest or disagreement with any transaction done under the Margin Trading Facility within the next working day on which the MTF trade is executed.
17. Any disputes arising between the client and the Stock Broker in connection with the Margin Trading Facility shall have the same treatment as normal trades and shall be covered under the investor grievance redressal mechanism/ arbitration mechanism of the stock exchange.
18. The client understands and agrees that Stock Broker may at any point of time adjust the debit balance of normal transactions account to the balance of MTF account of the client or vice-versa.
19. The delivery of the securities given by the client can be released on the request of the client at any time subject to repayment of the amount that was paid by the Stock Broker to the Exchange towards securities and all other dues payable by the client related to the client's MTF account or any other segment/exchange with the Stock Broker.
20. CSPL shall not be bound to grant MTF to the Client (which decision shall be at the sole and exclusive discretion of CSPL) and CSPL shall not be required to provide any reasons thereof nor shall CSPL be liable for any damages, direct or consequential or whether monetary or otherwise, to the Client by reason of CSPL refusal to grant MTF to the Client.
21. The dues, wherever mentioned herein, includes but not limited to outstanding balances, interest, statutory taxes, duties, charges, penalties etc.
22. No delay in exercising or omission to exercise any right, power or remedy accruing to CSPL upon any default by the Client or otherwise under these Right and Obligations document or the Contract between Member Broker & Client 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 CSPL in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of CSPL in respect of any other default. The rights of CSPL under these Terms and Conditions and the Member Client Agreement(s)/ Contract between Member Broker and Clients/Rights & Obligations of Stock Broker, Sub Brokers & Clients/Policies & Procedures or any other document executed by the Client 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 CSPL.
23. The client understands and agrees that the stock broker shall be entitled to modify/alter the terms and conditions by giving a 30 days notice to the client. The continued use of the facility by the client shall be deemed to be an acceptance by the client that he/she/it has understood the modified /altered terms and conditions and accepts the same
24. The client understands that the positions will be permitted to be continued upon fulfillment of the necessary Margin requirements as specified by CSPL for the particular scrip from time to time. The Client agrees that though presently there is no maximum time limit prescribed by CSPL for keeping the positions open, CSPL reserves the right at its discretion to stipulate a maximum time within which Client will have to either square off the position or make the payments for delivery

25. CSPL, at its sole discretion, reserves the right to either temporarily or permanently, withdraw or suspend the Margin Trading Facility in question 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 CSPL at its sole discretion.
26. The Client understands that under MTF, Client would not be able to take further positions and/or existing positions may be squared off by CSPL at its discretion on occurrence of any of the following events:
  - 1) If at any point of time total exposure across all stocks of all the Clients of CSPL taken together under this facility exceeds the SEBI / Stock Exchange prescribed maximum allowable exposure limit specified for a stock broker. Client agrees that CSPL may set this limit at its discretion which can be lower than the limits prescribed by SEBI/Stock Exchange as part of its risk management process.
  - 2) If the Client exceeds or is about to exceed the maximum allowable exposure for a single Client. Client understands that SEBI /Stock Exchange has prescribed a maximum limit for allowing exposure to a single Client. Client agrees that CSPL may set this single Client exposure limit at its discretion which can be lower than the limits prescribed by SEBI /Stock Exchange as part of its risk management process.
  - 3) If the total exposure in a particular stock of all the Clients of CSPL taken together under this facility reaches the maximum allowable limit for that stock as may be defined by CSPL.
  - 4) 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 may be defined by CSPL.
  - 5) If the stock moves out from the list of eligible stocks under MTF and becomes ineligible for offering under MTF.
  - 6) Any other circumstances due to change in regulatory requirements from time to time or risk management process due to changing market conditions.
27. The client agrees that CSPL may at its discretion, in accordance with its risk management policy, disable certain securities and square off all open positions in this facility in such scrips irrespective of margin availability on account of reasons including but not limited to volatility, corporate action such as stock split, issue of bonus shares, merger and the like without intimating the client in advance. Client agrees that CSPL cannot be held liable for any losses arising out of such disablement or squaring off.
28. The client understands that Stocks bought under the MTF shall be marked to market on daily basis and collateral/margin shall be revalued frequently. Further, client agrees that no exposure shall be given on increased value of stock funded by CSPL.

I/We have read & understood the aforesaid Rights & Obligations of Stock Broker & Clients, terms & conditions and policies & procedures pertaining to availing of Margin Trading Facility (MTF) provide by Master Capital Services Ltd in NSE/BSE and undertake & agree to abide by the same including the rules, regulations & bylaws of the exchange/SEBI issued from time to time in this regard.

Signature of Client

 (20)

Name: .....

Date:.....

UCC: .....

## **RIGHTS & OBLIGATIONS OF STOCK BROKERS & CLIENTS**

### **FOR**

### **MARGIN TRADING FACILITY (MTF)**

#### **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.
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.
5. 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.

**NATIONAL STOCK EXCHANGE OF INDIA LIMITED**

<b>DEPARTMENT : COMPLIANCE</b>	
Download Ref No : NSE/COMP/35260	Date : June 30, 2017
Circular Ref. No : 340/2017	

To All Members

**Sub: Rights and Obligations for the purpose of margin trading facility**

This is in continuation to our circular ref. no. NSE/COMP/35125 dated June 15, 2017 on comprehensive review of Margin Trading Facility.

As required under SEBI circular no. CIR/MRD/DP/54/2017 dated June 13, 2017, the Rights and Obligations of Stock Brokers/ Trading Members for the purpose of margin trading facility are enclosed herewith as Annexure A.

Members are required to take note of the same and comply.

For and on behalf of

**National Stock Exchange of India Limited**

**Nipa Simaria**  
**Chief Manager**

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