Margin Trading Terms & Conditions

This Margin Trading Facility ("MTF Facility") is entered at _____ into

this _____ day of _____ 20_____ ("Effective Date")

Between

Arham Share Pvt. Ltd., a company incorporated under the Companies Act, 1956 having its corporate office at **U-8, Jolly Plaza, Athwagate, Surat-395001** (hereinafter referred to as the "**ASPL**" 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 _____
Individual / HUF (the Karta of the joint HUF and any or each of the adult members / coparceners) / Company (incorporated under the provision of the Companies Act, 1956/2013) / Partnership firm or LLP (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)/ LLP (the designated partner of the LLP for the time being and from time to time) / Trust (the trust / trustee/s for the time being) having his / her / its / their / residence / registered

office address _____

_____

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 "Margin Trading Facility" hereinafter referred to as "MARGIN TRADING FACILITY" or "MTF" provided by **Arham Share Pvt. Ltd.** (ASPL) 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 ASPL having UCC / Client Code _____ 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:

Margin Trading Facility hereinafter referred to as "MARGIN TRADING or "MTF", is a facility offered by Arham Share Pvt. Ltd. (ASPL) which allows the Client to take positions by providing prescribed margin and the balance amount is funded by ASPL 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 ASPL. The balance obligation would be funded by ASPL 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 SEBI, Exchange & ASPL to avoid squaring off the positions.

Securities Eligible for Margin Trading:

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, shall be eligible for margin trading facility. National Stock Exchange of India Ltd. provides eligible securities list beginning of every month & may change in eligible scrip list any time. Client permitted to take positions in such eligible scrip only.

1. Avail the MTF Facility offered by ASPL in accordance with the T&C.

2. Consent to the T&C through email /SMS from his/its email id / mobile number registered with ASPL or by online mode by logging-in on the website of ASPL 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. ASPL in its sole and exclusive discretion may or may not grant the MTF Facility to the Client. ASPL shall not be required to provide any reasons for either granting or refusal thereof nor shall ASPL 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 ASPL. 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 ASPL 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. 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. ASPL 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. Maintain Margin by Client:

10. Ensure required margin is maintained for the MTF Facility at all points of time as per the Regulatory Requirements and as specified by ASPL from time to time. Presently margin requirement are 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.
** Adhok Margin & 5% MTM levied extra.

The initial margin payable by the client to ASPL 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.

11. Client have authorized the ASPL to retain 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 ASPL is paid in full by the client.

12. ASPL 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. ASPL 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 & said securities given to ASPL through pledge mechanism to designated demat account of ASPL maintain for MTF facility shall treat the securities received as margin.

14. Subject to Regulatory Requirements, ASPL 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, ASPL 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 ASPL from time to time.

III. Closing out Client Position:

17. Notwithstanding anything contained in clauses 15 and 16 above, ASPL 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, ASPL may, immediately liquidate the security / collateral and or close out the position of the Client:

    a. if any instrument for payment of Margin Money is dishonored;

    b. 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;

c. 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;

d. if any order is passed by any regulatory authority, courts, etc. requiring ASPL 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;

e. 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;

f. If Client defaults to pay the revised margin/ additional margin as mentioned in clause 14 of this agreement;

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

Available Margin	**Margin Payment Time Limit**
Below 50% but > 20%	1 Working day
Below 20% but > 15%	1 hour
At or below 15%	Immediate

h. if client avail MTF facility in any excluded scrip from eligible securities, such securities consider as 100% margin shortfall then consider as default in margin payment as per clause 19g.

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

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

23. ASPL will release/ un-pledge / transfer the securities utilized for the MTF Facility within one working days of the Client clearing the dues to ASPL.

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 reasonable time period.

25. Subject to clearing ASPL'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 ASPL will be resolve by client & ASPL. If any dispute not resolved, 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 ASPL before availing MTF Facility, failing which the same will be treated as non-promoter holding.

28. The terms and conditions and amendments made by ASPL from time to time, agree & bound to client, shall be available on ASPL's website: www.arhamshare.com

B. For Arham Share Pvt. Ltd. (Trading Member)

ASPL 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 & margin requirement as per clause 10 above with additional margin as decide by ASPL time to time.

    i. The stocks deposited as collateral with the ASPL 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;

ii. Collateral and Funded stocks shall be marked to market on a daily basis;

iii. In case of increase in the value of Collaterals, ASPL may grant further exposure to client subject to applicable haircuts;

iv. No such exposure shall be granted on the increased value of Funded stocks.

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

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

32. If ASPL 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.

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

II. Closing/Termination of Account:

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

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

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

37. Upon the Client opting to terminate the MTF Facility and on payment of all the dues payable by the Client to ASPL, ASPL shall return to the Client all the collaterals provided and funded securities retained forthwith, but not later than one working days from the date of such payment.

III. Miscellaneous:

38. 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 ASPL to the exchanges towards the securities.

39. 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.

40. The stocks deposited as collateral with ASPL (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 comingling for the purpose of computing funding amount.

41. The funds of one Client shall not be used to provide MTF Facility to another Client even if so authorised by the first 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 **Arham Share Pvt. Ltd.**

Director/Authorised Representative

Witness:

1.

2.

Signed for and on behalf of the Client

Name:

(Individual / Karta / Partner / Director /Trustee / Authorised Representative)

Witness

1.

2.