

MARGIN TRADING FACILITY (MTF)**Rights & Obligations/Terms & Conditions/Policy to avail MTF**

The Rights & Obligation / Terms & Conditions / Policy for Margin Trading Facility (MTF) prescribed hereunder form part of account opening form, 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, SEBI/HO/MIRSD/DOP/CIR/P/2020/28 Dated February 25, 2020 and the Rules, Regulations, Bye laws, Rights and Obligation, Guidelines, circulars issued by respective Stock Exchanges from time to time.

A. The Client undertakes, authorizes, confirms and agrees to/that:

1. Avail MTF in accordance with the terms and conditions of MTF offered by Moneywise Finvest Limited (STOXKART).
2. Consent the Terms and Conditions herein through email / SMS from his email id / mobile number registered with STOXKART or by online mode by logging-in on the website of STOXKART in a secured manner or by physical mode.
3. STOXKART at all times shall have the liberty to exercise its right in its sole discretion to determine the extent to which the MTF to be made to the Client.
4. All outstanding dues under MTF shall carry Interest @ 0.05% per day unless mutually agreed otherwise.
5. Pay Brokerage, Statutory Charges and Other Charges as mutually agreed between the client & STOXKART within the prescribed limits as specified by SEBI / Exchanges.
6. If the transaction is entered under MTF, there will not be any further confirmation that it is margin trading transaction other than contract note.
7. Transaction/s to be considered for exposure to MTF shall be informed to STOXKART in writing or in any other irrefutable mode of communication not later than T day latest by 9:00 PM, else the same shall be considered under normal trading facility. Additional exposure over debit balance (arising out of trade executed under normal trading facility), beyond fifth trading day reckoned from pay-in date, may be granted under MTF to the extent the Client is eligible and subject to availability of required margin. In such event, STOXKART in its discretion may identify the eligible/excess securities available with the client and mark as collateral towards MTF. All credit arising out of sale transaction under MTF shall be first adjusted towards the debit under normal trading facility, if any and subject to adequate margin being maintained for the outstanding MTF debit.
8. STOXKART shall not be bound to grant MTF to the Client (which decision shall be at the sole and exclusive discretion of STOXKART) and STOXKART shall not be required to provide any reasons thereof nor shall STOXKART be liable for any damages (whether direct or consequential or whether financial or non-financial) to the Client by reason of STOXKART refusal to grant MTF to the Client.

9. Client includes Individual, Company, Partnership firm, Trust, Hindu Undivided Family, Association of Person and Body of Individuals etc.
10. The dues, wherever mentioned herein, includes but not limited to outstanding balances, interest, statutory taxes, duties, charges, penalties etc in respect of MTF availed by the Client.
11. The terms / conditions / Obligations of the Client as amended from time to time shall be irrevocable and shall not be revoked by the death/dissolution/winding up of the Client.
12. Accept all types of communications 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, allowable exposure, specific stock exposure etc through the Client's E-mail / SMS, at the email id / mobile number of the Client registered with STOXKART or by way of logging-in on website of STOXKART in a secured manner or physical mode, based on client's preference.
13. The MTF shall be provided only in respect of Shares permitted by the SEBI/ Exchanges / STOXKART from time to time.
14. STOXKART to retain and / or pledge the securities and its corporate benefits, if any, with STOXKART utilized for availing MTF till the amount due in respect of the said transaction including the dues to STOXKART is paid in full by the Client.
15. STOXKART to hold and / or to appropriate the credit lying in the Client account and/or any unutilized/ unpledged shares/ securities lying in demat account along with all other demat accounts / Mutual Funds / IPO account of the Client towards the repayment of the outstanding dues thereof under MTF.
16. Treat the securities available in demat account/s linked to the trading account of the Client as margin towards the MTF availed.
17. Ensure required margin is maintained for MTF at all point of time as specified by SEBI / Exchanges / STOXKART from time to time.
18. STOXKART at its sole and absolute discretion may increase / revise the limit of initial margin and maintenance margin, minimum transaction amount from time to time, subject to SEBI / Exchange / STOXKART requirements in this respect. 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, not later than 3 working days from the day of margin call, failing which STOXKART may exercise its discretion / right to liquidate the security / collateral and / or close out the position immediately.
19. Make good deficient margin / margin call by placing the further margin immediately, failing which STOXKART may exercise its discretion / right to liquidate the security / collateral and / or close out the position immediately depending upon the market conditions and / or the volatility.

20. Notwithstanding anything contained in clauses 17 and 18 above, STOXKART may, in its sole discretion, determine the time of sell / Securities to be liquidated, and / or which contract(s) is / are to be closed.
21. All losses and financial charges on account of such liquidation/closing out shall be charged to and borne by the client.
22. STOXKART may immediately without any notice liquidate the security / collateral and or close out the position in the happening of the following events:
- a. if any instrument for payment of Margin Money / Monies is / are dishonored;
 - b. if the Client violates/breach any provision of this Arrangement or provides any incorrect or misleading information;
 - c. if the Client has voluntarily or compulsorily become the subject of any proceedings under any bankruptcy or insolvency law or winding up or liquidation proceedings or has a receiver or liquidator appointed in respect of itself or its 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 or there is a change in the constitution whether on account of the admission of a new partner or the retirement, death or insolvency of any partner or otherwise;
 - d. the death, lunacy or other disability of the Client;
 - e. if there is reasonable apprehension that the Client is unable to pay its outstanding dues or has admitted its inability to pay its dues, as they become payable;
 - f. if the Client is convicted under any criminal law in force;
 - g. 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;
 - h. default under any other arrangement or facility with any Stock Broker is made by the Client;
 - i. there exists any other circumstance, which in the sole opinion of STOXKART, is prejudicial to the interests of STOXKART;
 - j. Order passed by any regulatory, courts, statutory bodies etc.
23. The MTF facility may be withdrawn by STOXKART, in the event of client committing any breach of any terms or conditions herein 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.

24. In the event of termination of this arrangement, the client shall forthwith settle the dues of STOXKART. STOXKART shall be entitled to immediately adjust the Margin Amount against the dues of the client, and the client hereby authorizes STOXKART to make such adjustment. After such adjustment, if any further amount is due from the client to STOXKART, the client shall settle the same forthwith. Upon full settlement of all the dues of the client to STOXKART, STOXKART shall release the balance amount to the client.
25. STOXKART may release/ unpledged / transfer the securities utilized for MTF within 5 working days from the date of clearing the dues to STOXKART.
26. Lodge protest or disagreement with any transaction done under MTF within 24 hours from the date of receipt of such document / statements / contract notes/ any other communications.
27. Close / terminate the MTF at any time after clearing the dues of STOXKART.
28. Any dispute arising between the client and STOXKART in connection with the MTF, shall be referred to the investor grievance redressal mechanism, arbitration mechanism of the respective stock exchange.

B. STOXKART undertakes, authorizes, confirms and agrees to/that:

1. Client shall be free to take the delivery of the securities from its MTF a/c to normal trading a/c by repaying the amounts that was paid by STOXKART to the Exchange towards securities after paying all dues.
2. Client has a right to change the securities collateral offered for MTF at any time so long as the securities so offered are approved for margin trading facility.
3. STOXKART shall monitor and review on a continuous basis the client's positions with regard to MTF.
4. Additional exposure over debit balance (arising out of trade executed under normal trading facility), beyond fifth trading day reckoned from pay-in date, may be granted under MTF to the extent the Client is eligible and subject to availability of required margin. In such event, STOXKART in its discretion may identify the eligible/excess securities available with the client and mark as collateral towards MTF. All credit arising out of sale transaction under MTF shall be first adjusted towards the debit under normal trading facility, if any and subject to adequate margin being maintained for the outstanding MTF debit.
5. In case the client determines to convert a normal trade into MTF after the issuance of contract note, STOXKART shall issue appropriate records to communicate to the 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.
6. STOXKART when makes a 'margin call' to the client, shall clearly indicate the additional / deficient margin to be made good.

7. Whenever securities are liquidated by STOXKART, 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.
8. The daily margin statements sent by STOXKART to the client shall identify the margin/collateral for Margin Trading separately.
9. Margin Trading Account where there is no transaction for 90 days and no dues outstanding from the client shall be settled immediately.
10. The stocks deposited as collateral with STOXKART for availing MTF (Collaterals) and the stocks purchased under the MTF (Funded stocks) shall be identifiable separately and there shall not be any commingling for the purpose of computing funding amount.
11. In case of increase in the value of Collaterals, STOXKART may have the option of granting further exposure to their clients subject to applicable haircuts. However, no such exposure shall be permitted on the increased value of Funded stocks.
12. STOXKART shall close/terminate the account of the client forthwith upon receipt of request from the client subject to the condition that the client has paid the dues under MTF.
13. The margin trading arrangement between STOXKART and the client shall be terminated; if the Stock Exchange, for any reason, withdraws the MTF provided to STOXKART or STOXKART surrenders the facility or STOXKART ceases to be a member of the stock exchange.
14. The Client may opt to terminate the MTF in the event of STOXKART committing any breach of any terms or conditions herein or for any other reason.
15. If the client opts to terminate the MTF, STOXKART 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 termination, on payment of all the dues by the client.
16. STOXKART shall not use the funds of one client to provide MTF to another client, even if the same is authorized by the first client.
17. STOXKART has opened separate demat account for MTF funded stock which is be tagged as 'Client Securities under Margin Funding Account'. Such funded stocks shall be held by the STOXKART only by way of pledge in the said account from the BO account of the respective client. The funded stock pledged in 'Client Securities under Margin Funding Account' shall not be available for pledge with any other Bank/ NBFC. The funded stock shall be unpledged by the STOXKART, to the extent of the payment made by the client, within one working day of the receipt of the payment. In case of multiple funded stocks, the stocks to be unpledged can be identified in terms of the internal policy of the STOXKART (which has been informed to the client) or as per the instruction of the client.

18. Stocks bought under MTF will have to be pledged compulsorily and will be tagged as Margin Funding Pledge.
 - a. We are in process to send this link only on T Day itself
 - b. A Link will be valid till 9.00 PM only
 - c. As of now Pledge request link will be sent to Registered Mobile only.
19. On T Trading day +1 day), STOXXKART will initiate a pledge request at Beginning of the day. A link will be sent by the depository on the registered mobile/e-mail id.
20. Client need to accept this pledge request by authorizing it via OTP latest by 9:00 PM on T day (Trade date).
21. STOXXKART may keep the securities pledged as collateral/margin for availing margin trading facility and normal trades under the same “Client Securities Margin Pledge Account” opened for the purpose of margin pledge/re-pledge. However, STOXXKART shall record the securities pledged as collateral for transactions undertaken under Margin Trading facility (MTF) in the MTF books.
22. STOXXKART collect the upfront margin as per the Margin Trading facility guidelines issued by SEBI/Exchange from time to time even if the upfront margin amount in such case is more than the margin requirement in cash market segment of clearing corporation i.e. 20% of the transaction value.
23. Investor Protection Fund (IPF) shall not be available for transactions done on the Stock Exchange, through MTF, in case of any losses suffered in connection with the MTF availed by the client.

C. Margin Required & Eligible Securities for MTF:

1. Securities specified under “MTF Approved Category List” by STOXXKART from time to time which must be a part of ‘Group I security’ as per Exchanges /SEBI shall be eligible for margin trading facility. STOXXKART reserves the right to include or exclude any Securities from its “MTF Approved Category List” as per the discretion of Risk Management Committee without any prior intimation.
2. STOXXKART reserves the right to transfer any of the trades done in the normal market in the “MTF Approved Category List” to MTF trades at its discretion.
3. The client shall maintain the following initial margin, in order to avail margin trading:

Category of Stock	Applicable Margin
Group I stocks available for trading in the F & O Segment	VaR + 3 times of applicable ELM or STOXXKART MTF VaR (whichever is higher)
Group I stocks other than F&O stocks	VaR + 5 times of applicable ELM or STOXXKART MTF VaR (whichever is higher)

4. The Client shall maintain the Maintenance Margin with the member at all the times.
5. The Initial Margin payable by the client shall be in the form of cash, cash equivalent, or Group I Equity securities with appropriate haircut. Where the margin is made available by way of securities, the STOXXKART is empowered to decline its acceptance of any securities as margin and/or to accept it at such reduced value as the STOXXKART may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as the stock broker may deem fit in its absolute discretion.
6. Applicable Margin on the securities purchased i.e. "Funded Securities" under MTF shall be computed by grossing applicable margin i.e. minimum initial margin plus maintenance margin, if any, on each security and accordingly shortage shall be computed by deducting available margin from gross margin. Collateral shares and Funded Shares shall be marked to market daily for the purpose of computing the margin/shortage of margin.

Margin Call

7. If the Client is intimated about the Margin shortage through any of the mutually agreed mode of communication, then the client shall make good such deficiency in the amount of margin placed with STOXXKART. Margin call will be made if Margin available falls below 70 % of the margin required.

Leverage and Exposure Limits: While providing Margin Trading Facility, STOXXKART shall ensure that:

- i. Exposure to any single Client shall be depending on the financial soundness of the Client, with a maximum exposure of Rs. 85 Lakh per Client.
- ii. The pre-determined exposure limit would be at the sole discretion of STOXXKART and can be considered for enhancement on a case to case basis.
- iii. Exposure towards stocks purchased under Margin Trading Facility and collateral kept in the form of stocks should be well diversified.

Liquidation/Squaring-off of MTF Securities/Positions by STOXXKART

8. MTF Securities/Position may be liquidated/squared off immediately in case of any of the following situations/conditions, without any further intimation:
 - a) If the value of the Margin deposited by client with STOXXKART to purchase stocks under MTF (Funded stocks), falls below the 60 % of the margin required.
 - b) If the shortage of the Maintenance margin (70% of Margin required) continued for 5 trading days.
 - c) If the client fails to meet the margin call and margin shortage continued for 3 trading days from the day of margin call.

- d) Failing to do so MTF position may shift to CLIENT UNPAID SECURITIES PLEDGEE ACCOUNT (CUSPA) A/c and square off on T+3 by giving message and e-mail on client's registered mobile number and e-mail ID.

D. All records Maintained by STOXKART for MTF:-

- a) STOXKART maintain the separate client wise ledgers for funds and register of securities (collateral and funded stocks) of clients availing margin trading facility.
- b) Separate record of details of the funds used and sources of funds for the purpose of margin trading.
- c) Books of accounts, maintained by the STOXKART, with respect to the margin trading facility offered by it, shall be audited on a half-yearly basis and STOXKART shall submit an auditor's certificate to the exchange within one month from the date of the half year ending 31st March and 30th September of a year certifying, inter alia, the extent of compliance with the conditions of margin trading facility.