



SEBI MARGIN TRADING FACILITY (MTF Facility)

Terms & Conditions

*The terms and conditions governing MTF Facility provided by Nuvama Wealth and Investment Limited (NWIL) [formerly known as Edelweiss Broking Limited (EBL)] 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 (means 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:

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

Consent to the T&C through email /SMS from his/its email id / mobile number registered with NWIL or by online mode by logging-in on the website of NWIL or by calling the relationship manager or the call centre through the registered mobile number or by physical mode.

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.

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.

NWIL in its sole and exclusive discretion may or may not grant the MTF Facility to the Client. NWIL shall not be required to provide any reasons for either granting or refusal thereof nor shall NWIL 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.

To communicate / indicate that the transaction is under the MTF Facility before placing the order with NWIL. 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 contract note issued on conclusion of the transaction.

Transaction/s to be considered for exposure to the MTF Facility shall be informed to NWIL 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. NWIL 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. 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.

NWIL 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:

Ensure required margin is maintained for the MTF Facility at all points of time as per the Regulatory Requirements and as specified by NWIL from time to time.

NWIL shall retain and/or pledge the securities of the Client, which are utilised for availing the MTF Facility, and /or retain its corporate benefits, if any, till the amounts due in respect of the transactions including the dues to NWIL are paid in full by the Client.

NWIL 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.

All funds received by NWIL shall be credited firstly to the Client's Futures and Options margin account, secondly to the MTF Facility and thereafter to other accounts, if any. The movement of funds, for the purpose of maintenance of margin for various accounts, shall take place on the basis of requirement and availability of funds.

NWIL 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.

Subject to Regulatory Requirements, NWIL at its sole and absolute discretion may increase / revise the limit of initial margin and maintenance margin, minimum transaction amount from time to time. 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. The Client shall make up the revised margin not later than 5 working days from the day of margin call, failing which NWIL in its discretion may exercise its right to liquidate the security / collateral and / or close out the position immediately.

Make good the deficient margin / margin call by placing further margin immediately, failing which, depending upon the market conditions and / or the volatility, NWIL in its discretion may exercise its right to liquidate the security / collateral and / or close out the position immediately.

The MTF Facility shall be provided only in respect of shares as permitted by Regulatory Requirements and/or NWIL from time to time.

III. Closing out of position:

Notwithstanding anything contained in clauses 15 and 16 above, NWIL may, in its sole discretion, determine the time to sell the securities to be liquidated, and / or which contract(s) is / are to be closed.

All losses and financial charges on account of such liquidation/closing out shall be charged to and borne by the Client.

On the happening of any of the following events, NWIL may, immediately and without any notice, liquidate the security / collateral and or close out the position of the Client:

if any instrument for payment of Margin Money / Monies is / are dishonoured;
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;

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;
if any order is passed by any regulatory authority, courts, etc. requiring NWIL 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;
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;
if Client defaults under any facility or arrangement with any stock broker.
there exists any other circumstance, which in the sole opinion of NWIL, is prejudicial to the interests of NWIL.

IV. Communication:

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 NWIL 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:

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

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

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

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.

Subject to clearing NWIL's dues, the Client can close/terminate the MTF Facility at any time.

Any dispute in connection with the MTF Facility arising between the Client and NWIL shall be referred to the investor grievance redressal mechanism, arbitration mechanism of the relevant stock exchange.

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

The terms and conditions and amendments made by NWIL from time to time, to the T&C, shall be communicated to the clients which shall inter alia include making it available on NWIL's website: www.nuvama.com

B. For NWIL

NWIL agrees to and undertakes and confirms that:

I. Maintenance of Margin:

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

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

To the extent the Client is eligible and subject to the required margin being available, additional exposure over the debit balance may be granted NWIL shall, in its sole discretion will 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.

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

If NWIL 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.

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

II. Closing/Termination of Account:

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

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

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

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

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 NWIL to the exchanges towards the securities.

NWIL 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 shall include information like the original contract number and the margin statement and the changed data.

If there is no transaction for 90 days in a Margin Trading Account and if there are any outstanding dues from client then the account shall be settled immediately.

The stocks deposited as collateral with NWIL (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.

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

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. These T&C are supplemental to and do not supersede the terms and conditions contained in the mandatory documents executed by the Client such as KYC forms, Rights & Obligations etc., as also the Rules, Regulations, Bye-laws, circulars of the exchanges, directives and guidelines of regulatory authorities.