



Consent/ Authorization to avail Margin Trading funding (MTF)

Date: _____

To,
Goldmine Stocks Pvt Ltd
Ahmedabad,
Gujarat 380007

Client's Name: _____

UCC Code: _____

Dear Sir,

- I/we _____ registered Client with Goldmine Stocks Pvt Ltd and interested in activating my/our account for margin trading funding (MTF Facility) with Goldmine Stocks Pvt Ltd. I/we hereby authorize you to activate my/our account for the above mentioned funding as per my consent.
- I/we agree, received and read all the terms and conditions and Rights and Obligation documents of Margin Trading Funding provided by Goldmine Stocks Pvt Ltd. I/we do hereby agree to be bind by such provisions as outlined in these documents and act in accordance with the same while availing the margin trading funding. I/we hereby undertake to refer to the updated policies and procedure of Goldmine Stocks Pvt Ltd.
- I/we declare that, I/we shall not obtain margin trading facility from any other stockbroker / member while availing the same from you.

(Signature of Client)

**RIGHTS & OBLIGATIONS OF STOCK BROKERS & CLIENTS FOR
MARGIN TRADING FACILITY (MTF)**

Goldmine Stocks Pvt Ltd (hereinafter referred to as “Goldmine”), member of National Stock Exchange of India Limited (NSE) and BSE Limited (BSE) is eligible to provide Margin Trading Facility (MTF) in NSE and BSE to its clients in accordance with prescribed guidelines, rules and circulars issued by SEBI / Stock Exchanges from time to time. The Rights & Obligations / Terms & Conditions for MTF prescribed hereunder form a 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 Obligations, Guidelines, circulars issued by respective Stock Exchanges from time to time.

1. Margin Required & Eligible Securities for MTF:

- i. Securities specified under “MTF Approved Category List” by Goldmine from time to time which must be a part of ‘Group I security’ as per Exchanges /SEBI shall be eligible for margin trading facility. Goldmine 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.
- ii. The client shall deposit the following initial margin, in order to avail MTF:

Category of Stock	Applicable margin
Group I stock 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

- iii. The Initial Margin payable by the client shall be in the form of cash, cash equivalent, or approved securities by way of margin pledge mechanism specified by CC/Exchange time to time.
- iv. The Client shall maintain the minimum / initial margin for all the open funded positions as per the aforementioned prescribed rate at all times.
- v. Goldmine 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 / Goldmine requirements in this respect. Where client has exposure in the stock in respect of which margin has been revised but does not already have sufficient credit in the account to meet increase in margin, Client shall pay margin found short within the time prescribed for making margin payment.

RIGHTS & OBLIGATIONS (BSE)

- i. Stock Broker/ Trading Member is eligible to provide Margin Trading Facility (MTF) in accordance with SEBI & Exchange Guidelines as specified from time to time.

- ii. Stock Broker/ Trading Member desirous of extending MTF to their clients are required to obtain prior permission of BSE. Stock Broker / Trading Member may note that BSE has the right to withdraw the permission at any time.
- iii. Stock Broker/ Trading Member shall extend the MTF to the client, on such terms and conditions as specified by the Stock Exchange / SEBI from time to time. Stock Broker/ Trading Member and the client shall abide by the requirements of the margin trading framework, including rights and obligations, as prescribed by Stock Exchange/ SEBI/ Stock Broker/ Trading Member.
- iv. Stock Broker/ Trading Member shall intimate all the terms and conditions, including maximum allowable exposure, specific stock exposures etc., as well as the rights and obligations to the client desirous of availing MTF.
- v. Stock Broker/ Trading Member may, at its sole and absolute discretion, increase the limit of initial and/or maintenance margin, from time to time. The Client shall abide by such revision, and where there is an upward revision of such margin amount, he agrees to make up the shortfall within such time as the Stock Broker/ Trading Member may permit. It may however, be noted that the initial/ maintenance margins shall never be lower than that prescribed by Stock Exchange/ SEBI.
- vi. Stock Broker/ Trading Member shall provide MTF only in respect of such shares, as may be permitted by Stock Exchange/ SEBI.
- vii. Stock Broker/ Trading Member shall liquidate the securities and other collateral, if the client fails to meet the margin call to comply with the margin requirement as specified by Stock Exchange/ SEBI/ Stock Broker/ Trading Member. In this regard, Stock Broker/ Trading Member shall also list down situations/ conditions in which the securities may be liquidated (Stock Broker/ Trading Member to list down situations/ conditions)
- viii. Stock Broker/ Trading Member shall not use the funds of one client to provide MTF to another client, even if the same is authorized by the first client.
- ix. The stocks deposited as collateral with the Stock Broker/ Trading Member 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.
- x. 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.

RIGHTS & OBLIGATIONS (NSE)

A. Rights of the Client:

- i. Client shall receive all communications in a mode mutually agreed between Goldmine and the client regarding confirmation of orders/trades, margin calls, decision to liquidate the position / security.
- ii. Client shall be free to take the delivery of the securities at any time by repaying the amounts that was paid by Goldmine to the Exchange towards securities after paying all dues.
- iii. 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 by Goldmine.
- iv. Client may close / terminate the Margin Trading Account at any time after paying the dues.

B. Obligations of the Client

- i. Client shall, in writing in his own hand or in any irrefutable electronic method, agree to avail of MTF in accordance with the terms and conditions of MTF offered by Goldmine, method of

communication for confirmation of orders / trades, margin calls and calls for liquidation of collateral / security / position.

- ii. Client shall inform to Goldmine 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.
- iii. Client shall place the margin amounts as Goldmine may specify to the client from time to time.
- iv. On receipt of 'margin call', the client shall make good such deficiency in the amount of margin placed with the Goldmine within such time as the Goldmine may specify.
- v. By agreeing to avail MTF with Goldmine, client is deemed to have authorized Goldmine to retain and/or pledge the securities provided as collateral or purchased under the MTF till the amount due in respect of the said transaction including the dues to Goldmine is paid in full by the client.
- vi. 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 Goldmine.

C. Rights of Goldmine (Stock Broker)

- i. Goldmine and client may agree between themselves the terms and condition including commercial terms if any before commencement of MTF.
- ii. Goldmine may set up its own risk management policy that will be applicable to the transactions done under the Margin Trading Facility. Goldmine 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.
- iii. Goldmine 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.
- iv. Goldmine may liquidate the securities if the client fails to meet the margin call made by the Goldmine as mutually agreed of liquidation terms but not exceeding 5 working days from the day of margin call.

D. Obligations of Goldmine (Stock Broker):

- i. 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.
- ii. 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.
- iii. 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.

- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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.
- x. The daily margin statements sent by broker to the client shall identify the margin/collateral for Margin Trading separately.
- xi. Margin Trading Accounts where there were no transactions for 90 days shall be settled immediately.
- xii. 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;
- xiii. 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.

E. Termination of Relationship

- i. Client may close/terminate the MTF account at any time after paying the dues (if any).
- ii. 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.
- iii. 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 any time 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.
- iv. 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.

- v. 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.
- vi. 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.

I/We hereby agree to avail of Margin Trading Facility from Goldmine, in accordance with the above terms and conditions of Margin Trading Facility offered by Goldmine, and I/We hereby consent to electronic mode as the method of communication for confirmation of orders/trades, margin calls and calls for liquidation of collateral/security/position.

Terms and Conditions

1. Interest will be charged at the rate of 18% per annum by Goldmine on client's MTF Debit ledger balance on weekly basis.
2. MTF Funding allowed for the period of 90 days from date of purchase securities into the MTF facility. After completion of 90 days, those funded stocks/position will be liquidate by Client and/or by Goldmine.
3. Client can pay Brokerage, Statutory Charges and Other Charges as mutually agreed between the client & Goldmine within the prescribed limits as specified by SEBI / Exchanges.
4. If the transaction is entered under MTF, there will not be any further confirmation that it is margin trading transaction other than contract note.
5. Client includes Individual, Company, and Partnership firm, Trust, Hindu Undivided Family, Association of Person and Body of Individuals etc.
6. Goldmine maintains the separate client wise ledgers for funds and register of securities of clients availing margin trading facility.
7. Separate record of details of the funds used and sources of funds for the purpose of margin trading.
8. Every transaction will be evaluated separately; hence MTM profits of one transaction will not be adjusted against MTM loss of other transaction.
9. Prior approval of the company is required before purchasing the shares on Margin Funding.
10. Initial margin, increased margin, margin shortage, margin calls, maximum allowable exposure, maximum stock specific exposure, trade confirmation, square off intimation and such other information in relation to MTF shall be communicated to the clients via electronically through one or more communication mode like mobile notification, email or telephone calls.
11. Goldmine shall restrict the maximum gross exposure as well as individual stock-wise exposure of a client under the MTF at any point in time according to its internal policies and market views without assigning any reasons to the client. Furnishing applicable margin shall not by itself entitle the client to seek exposure beyond the limit restricted by Goldmine.
12. MTF Funding position limit prescribed as per policy of Goldmine.
13. Any disputes arising between the client and Goldmine in connection with the margin trading facility shall have the same treatment as normal trades and will be covered under the investor grievance redressal mechanism, arbitration mechanism of the stock exchange.

14. The demat accounts where shares (funded stock as well as collaterals) can be pledged / repledged for Margin trading facility are made aware to clients.
15. In case client is already availing Margin Trading Facility with other brokers, client needs to inform Goldmine before availing this facility with Goldmine.

Policy of Liquidation/Squaring-off of MTF Securities/Positions

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 Goldmine to purchase stocks under MTF (Funded stocks), falls below minimum of the margin requirement.
- b. If the Client has not transferred required funds and/or approved collateral to meet the MTM loss/margin shortages.
- c. In case if debit / margin shortfall still exist upon closing the position, collaterals pledged by client shall also be liquidated to recover the debits / margin shortfall.
- d. Failing to authenticate OTP for MTF stock pledging, his/her MTF pending purchase may squared-off on T+1 day by giving message and/or Email on client's registered mobile number / Email ID.
- e. In case of funded position which were categorised as Group-1 at the time of purchase moves out of Group-1 category due to transferred in T2T segment, ASM/GSM category or any other reason specified by the exchanges.
- f. In case of suspension of the securities, Goldmine will initiate liquidation of such funded position with immediate effect from the date of notice of suspension so that the position is liquidated fully before the date of such suspension respectively.
- g. Goldmine may close the existing / partial position of a client if the margin cover falls below minimum prescribed margin limits as specified by SEBI / Exchange(s) / Goldmine guidelines.
- h. Value of collateral has fallen either due to fall in prices or removal of the stock from the approved collateral list by Exchange/Goldmine including due to corporate actions.
- i. The margin% on MTF stock has been increased by Exchange/Clearing Corporation and hence there is shortage of margin on client's open positions.
- j. All losses and financial charges on account of such liquidation/closing out shall be charged to and borne by the client.
- k. MTF Funding allowed for the period of 90 days from date of purchase securities into the MTF facility. After completion of 90 days, your funded stocks/position shall be liquidate by Goldmine.
- l. In case of client's MTF ledger debit balance increased from total funded value of securities, Goldmine shall liquidate pledge securities of the client, if client fail to clear dues in his/her account.

(Signature of Client)